

CITY COUNCIL

Meeting Agenda

***REGULAR MEETING
COUNCIL CHAMBERS***

***TUESDAY, DECEMBER 27, 2011
7:00P.M.***

*The Regular Meetings of City Council are filmed and can be viewed
LIVE while the meeting is taking place or at your convenience at any time after the meeting on
the City's website at www.ReadingPa.gov, under Info and Downloads/Meetings and Agendas*

1. OPENING MATTERS

A. CALL TO ORDER

B. INVOCATION: Lucy Riegel, West Lawn United Methodist Church

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

2. PROCLAMATIONS AND PRESENTATIONS

- None

3. PUBLIC COMMENT – AGENDA MATTERS:

Citizens have the opportunity to address the Council, by registering with the City Clerk before the start of the meeting. All remarks must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Any person making personally offensive or impertinent remarks or any person becoming unruly while addressing Council may be called to order by the Presiding Officer and may be barred from speaking before Council, unless permission to continue speaking is granted by the majority vote of Council.

All comments by the public shall be made from the speaker's podium. Citizens attending the meeting may not cross into the area beyond the podium. Any materials to be distributed to Council must be given to the City Clerk before the meeting is called to order.

Those commenting on agenda business shall speak at the beginning of the meeting and shall limit their remarks to 5 minutes. Those commenting on general matters shall speak after the legislative business is concluded and shall limit their remarks to 3 minutes. No comments shall be made from any other location except the podium, and anyone making "out of order" comments may be subject to removal. There will be no demonstration at the conclusion of anyone's remarks. Citizens may not ask questions of Council members or other elected or public officials in attendance.

4. APPROVAL OF AGENDA

A. MINUTES: Regular Meeting of December 12, 2011

B. AGENDA: Council meeting of December 27, 2011

5. Consent Agenda Legislation

A. Award of Contract - for the Processing and Marketing Services for Recyclable Materials to Solid Waste Services, Inc., d/b/a J. P. Mascaro & Sons, 2650 Audubon Road, Audubon, PA 19403, who is the highest paying bidder **(Purchasing)**

6. ADMINISTRATIVE REPORT

7. REPORT FROM OFFICE OF THE AUDITOR

8. REPORT FROM DEPT. DIRECTORS, BOARDS, AUTHORITIES, & COMMISSIONS

9. ORDINANCES FOR FINAL PASSAGE

A. Bill No. 44-2011 - authorizing the Mayor to execute a lease between the City of Reading and the Olivet Boys and Girls Club for a portion of the real estate situate in Pendora Park **(Law/Mayor)** *Introduced at the July 11 regular meeting; Tabled at the July 25 regular meeting; Public Meeting held July 27; Tabled at the August 8 regular meeting; Pending Zoning Hearing Board Decision in October; Zoning Variance granted October 12*

B. Bill No. 71-2011 – amending the City of Reading Codified Ordinances Chapter 10 Health and Safety by repealing Section 18 Health and Safety Inspection and recreating the Health and Safety Inspection with other provisions as a new Part 3 named “Certificate of Transfer” in Chapter 4 Buildings **(Council Staff/Law)** *Introduced at the December 12 regular meeting*

C. Bill No. 72-2011 – amending the fee schedule relating to solid waste removal fees and property and restaurant inspections **(Bus Analyst)** *Introduced at the December 12 regular meeting*

D. Bill No. 73-2011 – amending Code of Ordinances of the City of Reading, Berks County, Pennsylvania, Chapter 18 Sewers and Sewage Disposal, Part 3 Sewer Service Rental, Sections 18-303 and 18-304 to fix the sewer service rental equal to the sewer service rental applicable in 2011, and such sewer service rental shall be effective until amended **(Man Dir) Introduced at the December 12 regular meeting**

E. Bill No. 74-2011 - amending the 2011 City of Reading water fund budget by authorizing the transfer of funds from the water fund administrative/collection/purification division(s) budget to the water fund collection division **(Controller) Introduced at the December 12 regular meeting**

Pending Resolutions

Resolution 175-2011– amending the CDBG Acton plan as follows: Allocate \$100,000.00 of unprogrammed HOME funds to Habitat for Humanity for renovation of agency-owned properties throughout the City. Total project budget \$200,000. Cancel 2010 Blighted Property Review Committee Acquisition and Rehabilitation funding of \$78,000 and cancel the 2010 Neighborhood Home Ownership project funding of \$100,000 and reallocate \$178,000 to fund Habitat for Humanity for blighted property remediation through acquisition and renovations of properties, new construction, and/or repairs to owner-occupied properties in the target neighborhoods. With Habitat's proposed contribution, the total project budget will be \$600,000. **Tabled at the October 10 and October 24 regular meetings**

Resolution 176-2011– amending the CDBG Acton plan as follows: Provide \$23,859 in 2011 CHDO operating funds and \$47,178 in 2012 CHDO operating funds to increase rehabilitation capacity. Provide HOME Admin funds as necessary for NHS to administer and coordinate acquisition, rehabilitation and home ownership programs for affordable housing in the target neighborhood(s). Provide additional HOME Entitlement or CHDO Reserve funds for projects identified as appropriate. **Tabled at the October 10 and October 24 regular meetings**

Resolution 177-2011– amending the CDBG Action Plan as follows: Provide \$400,000 in unprogrammed HOME funds to Berks Housing Development Partnership to develop, manage and administer affordable housing programs **Tabled at the October 10 and October 24 regular meetings**

10. INTRODUCTION OF NEW ORDINANCES

None

11. RESOLUTIONS

A. Resolution 199-2011 – consenting to transfer and sale of Penn's Common Court Apartments to LIHTC Preservation Properties I, LP subject to City of Reading's loan and assumption of same by LIHTC Preservation Properties I, LP **(Community Development)** *Tabled at the December 12 regular meeting*

B. Resolution 200-2011– authorizing LIHTC Preservation Properties I, LP to apply for bonds for a project at the Penn's Common Court Apartments **(Stevens & Lee)** *Tabled at the December 12 regular meeting*

C. Resolution – Denying the appeal of the Certificate of Appropriateness and remanding the issue back to the Historical Architectural Review Board at their January 2012 meeting, as attached in the findings of fact, for the installation of composite replacement windows at 118 South 5th Street, Ed and Heather Hanna, owners **(Council Staff)**

D. Resolution – ratifying the agreement with AFSCME Local 2763 **(Man Dir)**

E. Resolution – ratifying the agreement with AFSCME Local 3799 **(Man Dir)**

12. PUBLIC COMMENT – GENERAL MATTERS

13. COUNCIL BUSINESS / COMMENTS

14. COUNCIL MEETING SCHEDULE

Tuesday, December 27

Committee of the Whole – Council Office – 5 pm

Regular Meeting – Council Chambers – 7 pm

Monday, January 2

City Hall Closed – Happy New Year

Inauguration – Trinity Lutheran Church – 12 pm

Tuesday, January 3

Administrative Oversight Committee – Council Office – 5 pm

Public Safety Committee – Council Office – 5 pm

Monday, January 9

Committee of the Whole – Council Office – 5 pm

Regular Meeting – Council Chambers – 7 pm

15. BAC AND COMMUNITY GROUP MEETING SCHEDULE

Tuesday, December 27

Housing Authority Workshop – WC Building – 4 pm

Housing Authority Meeting – WC Building – 5 pm

Planning Commission – Penn Room – 7 pm

Penns Commons Neighborhood Group – Penns Commons Meeting Room – 7 pm

Wednesday, December 28

Human Relations Commission – Penn Room – 5:30 pm

Parking Authority – Parking Authority Office – 5:30 pm

Environmental Advisory Council – Council Office – 5:30 pm

Outlet Area Neighborhood Assn – St Mark's Lutheran Church – 6:30 pm

18th & Cotton Community Crime Watch – St Matthew's UM Church – 7 pm

Stadium Commission – Stadium RBI Room – 7:30 pm

Tuesday, January 3

Charter Board – Penn Room – 7 pm

Wednesday, January 4

Reading Elderly Housing Crime Watch – Front & Washington Sts – 2:30 pm

District 2 Crime Watch – St Paul's Lutheran Church – 6:30 pm

Board of Health – Penn Room – 7 pm

Thursday, January 5

Police Civil Service Board – Penn Room – noon

Glenside Community Council – Christ Lutheran Church – 6:30 pm

District 3 Crime Watch – Calvary Baptist Church – 7 pm

Sunday, January 8

College Heights Community Council – Nativity Lutheran Church – 7 pm

Monday, January 9

Fire Civil Service Board – Penn Room – 4 pm

Shade Tree Commission – Planning Conference Room – 6 pm

6th & Amity Neighborhood & Playground Assn – 6th & Amity Fieldhouse – 6:30 pm

**City of Reading City Council
Regular Business Meeting
Monday, December 12, 2011**

Council President Vaughn Spencer called the meeting to order.

The invocation was given by Reverend Dr. Sandra Fees of the First Unitarian Universalist Church.

All present pledged to the flag.

ATTENDANCE

Council President Spencer
Councilor Acosta, District 1
Councilor Goodman-Hinnershitz, District 2
Councilor Sterner, District 3
Councilor Marmarou, District 4
Councilor Reed, District 5
Councilor Waltman, District 6
Mayor T. McMahon
City Auditor D. Cituk
Legal Specialist T. Butler
City Clerk L. Kelleher

PROCLAMATIONS AND PRESENTATIONS

The City Council issued the following:

- Council Commendation recognizing Ed Terrell for his artwork at the Reading Farmer's Market
- Council Commendation recognizing Olivet Boys and Girls Club for their artwork at the Reading Farmer's Market, accepted by Sheila Miller, Lloyd Hopkins and Phoebe Hopkins
- Council Commendation recognizing the 70th anniversary of Paul Essig Inc
- Council Commendation recognizing the 100th anniversary of Weis Markets

PUBLIC COMMENT

Council President Spencer announced that two (2) citizens are registered to address Council on agenda matters and three (3) citizens are registered to address Council on non-agenda matters. He inquired if any Councilor objected to suspending the rule requiring non-agenda comment at the end of the meeting. As no City Councilor

objected, the rule requiring non-agenda comment at the end of the meeting was suspended. He reminded the speakers of the remaining public speaking rules.

Steve Keiser, North 8th Street, asked Council to delay the enactment of the Housing Permit ordinance to provide time for a Public Hearing to address various questions about the ordinance. He also expressed the belief that the proposed Fee Schedule is grossly excessive, unfair, and unaffordable. He expressed the belief that the excessive City fees stymies investment in the City and makes investment in the City unaffordable. He described the problems with the inspection fees slated for rental properties. He expressed the belief that the enactment of the fee ordinance may culminate in a lawsuit. He also questioned the true cost of the trash program as the cost referenced in the Award of Contract listed under of the Consent Agenda is much lower than the fee proposed in the Fee Schedule.

Al DeGennaro, Audobon, PA, stated that he is General Counsel to Mascaro & Sons. He noted that the City is in-sourcing the Recycling Program to provide cost savings but noted that the City will still require a Recycling drop off site. He explained that bids were submitted for the Recycling drop off site are good for ninety (90) days. He stated that these bids will set the rate paid to the City for a three (3) year period. He requested that Council take action on this Award of Contract before the end of 2011.

William Frymoyer, AFSCME #2763, thanked the Administration for working with AFSCME to negotiate the new contract which will be ratified at the December 27th Regular Meeting of Council. He also thanked the Administration for considering in-sourcing the Recycling program as proposed by AFSCME members. He suggested that the new Administration take suggestions from various work groups City-wide to effectively refine and reduce the cost of programs. He described his green-belt project to recreate the Police false alarm program, which is expected to generate approximately \$500K in new revenue.

Robert Melendez, of Washington Street, submitted petitions containing approximately 97 signatures requesting that the transfer of the 122 acre parcel to RAWA be stopped. He expressed the belief that City assets should not be given away.

Gary Wegman, of Holly Road, asked Council to seek a Charter Advisory Opinion on various issues surrounding the appointment of the Council President. He stated that he, as a citizen, also requested an Advisory Opinion. He noted the need for clarity in this situation.

APPROVAL OF THE AGENDA & MINUTES

Council President Spencer called Council's attention to the minutes for this meeting November 28, 2011 and the agenda for this meeting. He noted the need to add two (3) pieces of legislation to the Consent Agenda as follows:

- Introduction of an ordinance setting the sewer rates
- Introduction of an ordinance amending the Water Fund Budget
- Resolution appointing the Zoning Administrator

Councilor Goodman-Hinnershitz requested that Resolutions 199-2011 and 200-2011 be pulled for separate action.

Councilor Marmarou moved, seconded by Councilor Sterner, to approve the minutes from the November 28th Regular Meeting of Council and the agenda, as amended. The motion was approved unanimously.

Consent Agenda Legislation

Resolution 201-2011 - consenting to the borrowing of up to \$6,635,000 by the Reading Parking Authority (**Parking Authority**)

Resolution 202-2011 - authorizing the Mayor to file an application for RACP funds in the amount of \$3,000,000.00 for the African-American Museum and Cultural Center Construction Project. The Mayor is further authorized to execute any and all necessary documents as required by the Commonwealth of Pennsylvania (**Man Dir**)

Resolution 203-2011 - for the acquisition of four (4) recycling trucks to perform the in house collection of recyclable materials and approving the entering into of the contract between the City of Reading, Pennsylvania and Kansas State Bank of Manhattan (**Purchasing**)

Resolution 204-2011 - designating the Managing Director as the FEMA agent under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (**Man Dir**)

Resolution 199-2011 – consenting to transfer and sale of Penn's Common Court Apartments to LIHTC Preservation Properties I, LP subject to City of Reading's loan and assumption of same by LIHTC Preservation Properties I, LP (**Community Development**)

Councilor Goodman-Hinnershitz moved, seconded by Councilor Acosta, to table Resolution 199-2011.

Resolution 199-2011 was table by the following vote:

Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Spencer, President – 7

Nays: None- 0

Resolution 200–2011 authorizing LIHTC Preservation Properties I, LP to apply for bonds for a project at the Penn’s Common Court Apartments **(Stevens & Lee)**

Councilor Goodman-Hinnershitz moved, seconded by Councilor Acosta, to table Resolution 199-2011.

Resolution 198-2011 was table by the following vote:

Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Spencer, President – 7

Nays: None- 0

ADMINISTRATIVE REPORT

Mayor McMahon read the report distributed to Council at the meeting covering the following:

- Announcing the finalization of the Housing Permit ordinance, which is ready for enactment
- Recommending the appointment of the Zoning Administrator
- Thanking the Hillside Playground Association for their incredible light show

AUDITOR’S REPORT

City Auditor Cituk read the report distributed to Council at the meeting covering the following:

- 2011 Real Estate Transfer Tax Collection. Noting that \$212,625 was yielded from four (4) properties selling for over \$1M over the course of 2011
- Announcing some recent Police retirements

ORDINANCES FOR FINAL PASSAGE

Bill No. 69-2011 – establishing the 2012 solid waste trash removal fee for the City of Reading at \$204.65 per year payable quarterly **(Mayor)** *Introduced at the October 3 special meeting; tabled at the November 28 regular meeting*

Bill No. 70-2011 - establishing the 2012 solid waste recycling fee for the City of

Reading at \$81.03 annually **(Mayor)** *Introduced at the October 3 special meeting; tabled at the November 28 regular meeting*

Mayor McMahon announced that the Administration is withdrawing these ordinances as the fees will be covered under the Fee Schedule ordinance being introduced this evening.

Bill No. 52-2011 – amending Chapter 11, Housing – Rental, Part 1, providing for the issuance, denial, or revocation of rental housing permits; authorizing the Zoning Administrator to approve or deny the issuance of zoning permits for previously registered rental units and to deny non-conforming applications; providing for annual rental housing permits; establishing a surcharge for failing to apply for timely renewal of a rental housing permit; proscribing the failure to timely apply for a new rental permit following the acquisition of rental property and declaring the same an offense; providing for the imposition of penalties for operating rental housing without applying for a required permit; providing for the revocation of rental housing permits granted upon applications containing material misrepresentations, errors or omissions; and repealing Chapter 11, Part 1, Exhibit A **(Bus Analyst)** *Introduced at the Sept 26 regular meeting*

Councilor Marmarou moved, seconded by Councilor Reed, to enact Bill No. 52-2011.

Councilor Goodman-Hinnershitz inquired if the Housing Permit fees and inspection fees are included in this ordinance. Council President Spencer stated that the fees are not within the ordinance but are set out in the fee schedule. He also noted that the effective date was delayed until February 1st to allow City staff time to prepare.

Councilor Waltman noted the strong effort to develop this ordinance through the City work group over a considerable period of time. He suggested that this group continue to meet to refine the ordinance as it moves forward in implementation.

Bill No. 52-2011 was enacted by the following vote:

Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman,
Spencer, President – 7
Nays: None- 0

INTRODUCTION OF NEW ORDINANCES

The following Ordinances were introduced:

Ordinance – amending the City of Reading Codified Ordinances Chapter 10 Health

and Safety by repealing Section 18 Health and Safety Inspection and recreating the Health and Safety Inspection with other provisions as a new Part 3 named "Certificate of Transfer" in Chapter 4 Buildings **(Council Staff/Law)**

Ordinance – amending the fee schedule relating to solid waste removal fees and property and restaurant inspections **(Bus Analyst)**

Ordinance – amending Code of Ordinances of the City of Reading, Berks County, Pennsylvania, Chapter 18 Sewers and Sewage Disposal, Part 3 Sewer Service Rental, Sections 18-303 and 18-304 to fix the sewer service rental equal to the sewer service rental applicable in 2011, and such sewer service rental shall be effective until amended **(ManDir)**

Ordinance - amending the 2011 City of Reading water fund budget by authorizing the transfer of funds from the water fund administrative/collection/purification division(s) budget to the water fund collection division **(Controller)**

RESOLUTIONS

Resolution 205– 2011 appointing Barry Richardson to the Board of Ethics (Admin Oversight)

Resolution 206–2011 reappointing Ernest Schlegel to the Library Board (Admin Oversight)

Councilor Marmarou moved, seconded by Councilor Acosta, to adopt Resolutions 205-2011 and 206-2011.

Councilor Acosta noted the skill and qualifications of these two (2) applicants and noted the ability they will bring to these two (2) Boards.

Councilor Goodman-Hinnershitz reiterated the comments made by Councilor Acosta.

Resolution 205-2011 and 206-2011 was adopted by the following vote:

**Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman,
Spencer, President – 7
Nays: None- 0**

Resolution 207-2011 appointing Craig Pfeiffer as Zoning Administrator

Councilor Reed moved, seconded by Councilor Acosta, to adopt Resolution 207-2011.

Councilor Reed noted the qualifications of this applicant and his matching high-quality references.

Council President Spencer stated that Mr. Pfeiffer will start at a salary of \$55K per year.

Resolution 207-2011 was adopted by the following vote:

**Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman,
Spencer, President – 7**

Nays: None- 0

COUNCIL COMMENT

Councilor Waltman noted the success of the Centre Park Holiday Tour which occurred this past weekend. He also noted the availability of Christmas Trees at the Centre Park Artifacts Banks on North 5th Street.

Councilor Reed agreed with the success of the Tour and thanked the Centre Park Historic District for organizing this annual event. She also noted that the Tour concluded at the Historical Society. She noted that many people attending the Tour were unaware that the Historic Society had a museum with various displays.

Councilor Goodman-Hinnershitz noted Council's discussion at the Committee Of the Whole meeting regarding the appointment process for the Council President. She stated that Council requested that an Advisory Opinion be sought prior to the appointment of the new Council President.

Councilor Sterner congratulated those honored by commendations this evening.

Councilor Sterner noted the beauty of the Hillside light display and encouraged all citizens to visit the display.

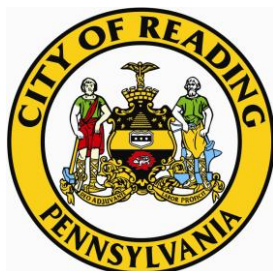
Council President Spencer stated that the City and City's elected officials wish all citizens a happy holiday season.

Council President Spencer reviewed the upcoming meeting schedule.

Councilor Acosta moved, seconded by Councilor Marmarou, to adjourn the regular meeting of Council.

Respectfully submitted by Linda A. Kelleher CMC, City

Clerk



AGENDA MEMO

DEPARTMENT of ADMINISTRATIVE SERVICES

TO: City Council
FROM: Tammi Reinhart, Purchasing Coordinator
PREPARED BY: Tammi Reinhart, Purchasing Coordinator
MEETING DATE: December 27, 2011
AGENDA MEMO DATE: December 19, 2011
RECOMMENDED ACTION: Awarding of Contract for the Processing and Marketing Services for Recyclable Materials for the Solid Waste Division, Department of Public Works

RECOMMENDATION

The recommendation is to award the contract to Solid Waste Services, Inc., d/b/a J. P. Mascaro & Sons, 2650 Audubon Road, Audubon, PA 19403, who is the highest paying bidder.

BACKGROUND

Bids for the processing and marketing services for the recyclable materials for Department of Public Works were received on October 18, 2011. Upon careful review of both bids that were submitted, it was decided that the highest paying bid was received by J. P. Mascaro & Sons.

BUDGETARY IMPACT

The Department of Public Works and Accounting have confirmed that funds sufficient for this contract and the City will be receiving funds associated with the recyclables and will be budgeted in the 2012 Budget.

PREVIOUS ACTION

None.

SUBSEQUENT ACTION

Formal action by Council is needed to award the contract at the December 27, 2011, meeting.

RECOMMENDED BY

Mayor, Managing Director, Acting Director of Administrative Services, Director of Public Works, Controller and Purchasing Coordinator.

RECOMMENDED MOTION

Approve/Deny the recommendation to award the contract to J.P. Mascaro & Sons for the processing and marketing services for recyclable materials for the Solid Waste Division.

cc: File

BILL NO. _____-2011

A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE A LEASE BETWEEN THE CITY OF READING AND THE OLIVET'S BOYS AND GIRLS CLUB FOR A PORTION OF THE REAL ESTATE SITUATE IN PENDORA PARK.

WHEREAS, the City of Reading is the legal owner of certain property known as Pendora Park; and

WHEREAS, the City of Reading intends to enter into a lease of a portion of Pendora Park with Olivet's Boys and Girls Club for the purpose of providing a site for a proposed recreation center pursuant to certain terms and conditions,

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute any and all documents to facilitate and effectuate the lease between the City of Reading and the Olivet's Boys and Girls Club for a portion of the real estate situate in Pendora Park, Reading, Berks County, PA, to provide a site for a proposed recreation center as set forth in the attachment hereto.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted _____, 2011

President of Council

Attest:

City Clerk

(APPROVED BY THE PUBLIC WORKS COMMITTEE)

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

GROUND LEASE

THIS LEASE AGREEMENT ("Lease") dated this _____ day of _____, 2011, between the **CITY OF READING**, 815 Washington Street, Reading, Pennsylvania ("City" and "Lessor") and **THE OLIVET BOYS AND GIRLS CLUB OF READING AND BERKS COUNTY**, a Pennsylvania non-profit Corporation, 1161 Pershing Blvd., Reading, Berks County, Pennsylvania ("Olivet" and "Lessee").

CITY AND OLIVET may be referred to in the singular as "Party" or in the collective as "Parties".

BACKGROUND

WHEREAS, the City owns real property located in the City of Reading, Berks County, Pennsylvania, known as Pandora Park ("Subject Property") more fully described in Exhibit "A" attached hereto and made a part hereof, as though fully set forth and length herein; and

WHEREAS, the City desires to lease a portion of the Subject Property to the Olivet and the Olivet desires to develop the portion of the Subject Property for use as an Olivet facility for the youth of the City of Reading.

NOW, THEREFORE, in consideration of mutual averments and promises set forth herein, the Parties hereto, intending to be legally bound hereby agree as follows:

WITNESSETH:

ARTICLE 1 DEFINITIONS

Section 1.1 "Base Rent" means the rental for the Subject Property as set forth in Section

3.1.

Section 1.2 "Improvements" means all structures, fixtures, equipment, buildings and all Other improvements whatsoever now or hereinafter constructed on the Subject Property.

Section 1.3 "Subject Property" means the property and all appurtenances thereto, more

Particularly described in Exhibit "A": annexed hereto, located in the City of Reading, County of Berks, Commonwealth of Pennsylvania.

Section 1.4 "Term" shall mean the Initial Term and any and all Renewal Terms.

ARTICLE 2 TERM

Section 2.1 INITIAL TERM

In consideration of and subject to the rents, covenants and agreements hereinafter set forth, the City hereby demises and leases to the Olivet, the Subject Property and the Olivet hereby takes and leases from the City the Subject Property to have and to hold the Subject Property to the Olivet its successors and assigns, for the Term, commencing when groundbreaking ceremony for the Olivet facility occurs (Rent Commencement Date) and terminating twenty-nine (29) years and eleven (11) months from the Rent Commencement Date, subject to, however the following exceptions to title:

(a) Any and all covenants, easements, liens, encumbrances and other matters of record and zoning and building laws, ordinances, regulations and codes affecting or governing the Subject Property and all matters that may be disclosed by inspection or survey, as of the effective date of this lease provided that the same neither restricts nor interferes with the use and enjoyment of the Lessee.

Section 2.2 RENEWAL TERM

Provided that the Olivet shall not be in default of its obligations pursuant to this Lease, the Olivet shall have the option to renew this Lease ("Renewal Option") for an additional term of twenty-nine (29) years ("Renewal Term"). The Renewal Option shall be exercised by Olivet in writing to the City at least six (6) months prior to the expiration of the Initial Term. Base Rent during any Renewal Term shall be calculated in accordance with the provisions of Article 3, below. All other provisions of this Lease, which are applicable during the Initial Term, shall continue to apply during the Renewal Term, unless the Parties agree in writing to amend any provision of this Lease for the Renewal Term.

ARTICLE 3 RENT

Section 3.1 BASE RENT

The Olivet covenants and agrees to pay to the City One Dollar (\$1.00) annually with the first payment due at the commencement of the lease.

ARTICLE 4 IDEMNIFICATION AND INSURANCE

4.1 Except for any claim resulting from the negligent or intentional action, inaction or omission of City, its agents, servants and/or employees, for which it shall be the

responsibility of the City to remediate, the Olivet shall, at its sole cost and expense, indemnify and save harmless the City during the Term of this Lease:

(a) From and against any and all claims arising from the conduct or management of any work or thing whatsoever done in and about, the Subject Property and Improvements during the Term, or the assigning or subletting of any part thereof;

(b) From and against any and all claims arising from any condition of the Subject Property or the Improvements, or arising by reason of injury to person or property occurring on the Subject Property, the Improvements or upon and under the sidewalks, including that of any sub-lessees of the Olivet.

(c) From and against any claim arising from any breach or default on the part of the Olivet pursuant to the terms of this Lease; and

(d) From any against any negligent act or omission of the Olivet, or any of its agents, contractors, servants, employees or licensees, occurring in or about the Subject Property and Improvements or upon and under the sidewalks.

The Olivet shall defend the City against any of the foregoing by counsel selected by the Olivet. The City shall promptly notify the Olivet of any of the foregoing known to the City but failure of the City so to do shall not impair the obligations of the Olivet hereunder.

4.2 LIABILITY INSURANCE

The Olivet agrees to maintain at all times during the term of this Lease Comprehensive general public liability insurance in which the City shall be named as an additional insured with minimum limits of liability of One Million Dollars (\$1,000,000.00) single limit coverage. Such policy shall cover the entire Subject Property, including sidewalks, driveways and ways adjoining the Subject Property, and all Improvements and construction thereof. All insurance policies required by this provision shall be obtained by the Olivet at the Olivet's expense and shall be placed with companies qualified to do business within the Commonwealth of Pennsylvania and shall include a waiver of subrogation by the insurance carrier. Said insurance policies shall provide for a least sixty (60) days notice to the City before cancellation. Copies of certificates of policies of insurance shall be delivered to the School District prior to the execution of this Lease.

4.3 WAIVER OF SUBROGATION

All policies covering real or personal property which either Party obtains pursuant to the terms Article 4 shall include a clause or endorsements denying the insurer any rights of subrogation against the other Party to the extent rights have been waived by the insured before the occurrence of injury or loss, if same are obtainable without reasonable cost.

ARTICLE 5
USE MANAGEMENT AND DISPOSITION OF THE SUBJECT
PROPERTY, COMPLIANCE WITH LAWS, ETC.

5.1 PERMITS

The Olivet shall procure, maintain and comply with all permits, licenses and other Authorizations required for any use of the Subject Property or any part thereof.

5.2 OLIVET'S RIGHT TO CONSTRUCT BUILDING AND OTHER
IMPROVEMENTS

The Olivet shall have the right to construct structures, buildings and Improvements on the Subject Property, at the Olivet's sole cost and expense. The City has the right, but not the obligation, to review any building and/or Improvements plans. The City has the right, but not the obligation, to disapprove any such building or Improvements plans. The City's approval shall not be unreasonably withheld. In connection with any construction, the Olivet shall be permitted to grade, level and fill the land, remove trees and shrubs, install roadways and walkways, and install utilities, provided all of the foregoing serve the Improvements erected on the Subject Property. The City shall have no liability for any costs or expenses in connection with the construction of Improvements on the Subject Property.

5.3 CITY ASSISTANCE WITH BUILDING PERMITS

The City shall assist the Olivet in applying for building permits and approval of Planning Commission for the construction of building and improvements on the Subject Property.

ARTICLE 6
LIENS

6.1 PROHIBITION AGAINST LIENS

The Olivet shall not create, suffer to exist or permit any mortgage, lien, charge or Encumbrance (collectively "Liens") to be filed against the Subject Property or any part thereof or against the Olivet's leasehold estate in the Subject Property, except as expressly permitted hereunder. If any lien or encumbrance shall at any time be filed or imposed against the Subject Property or the rights or interest of the City in the Subject Property, the Olivet shall cause the lien or encumbrance to be discharged of record

within forty-five (45) days after notice of filing or imposition by payment, deposit bond or as otherwise permitted by law.

6.2 NO CONSENT OF THE CITY TO LIENS

Nothing contained in this Lease shall be deemed or construed as constituting the Consent of or request by the City, express or implied, to:

(a) Any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or report of the Subject Property, Improvements or any part thereof, nor as giving the Olivet a right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any such lien against the Subject Property or any part thereof or against the Olivet's leasehold estate therein; or

(b) The imposition of any liens on the City's interest in the Subject Property by any party whatsoever. The Olivet covenants and agrees that all Improvements will be completed free and clear of all liens and claims of contractors, subcontractors, mechanics, laborers and materialmen, and other claimants. The Olivet further covenants and agrees to protect, indemnify, defend and hold harmless the City from and against all bills and claims, liens and rights to liens for labor and materials and architect's, contractors and subcontractor's claims, and all fees, claims and expenses incident to the construction and completion of any Improvements, including without limitation, any attorney's fees and court costs which may be incurred by the City in connection therewith. The Olivet shall require all contractors to sign and execute valid Waivers or Liens before construction of any kind begins on the Subject Property. The Olivet and/or the contractor shall be responsible for filing all properly executed Waivers of Liens with the responsible authorities and for any and all costs of recording associated therewith.

ARTICLE 7 UTILITIES, STORAGE AND DISPOSAL MAINTENANCE

7.1 UTILITIES

The Olivet shall pay or cause to be paid promptly when due, all charges for water, sewer, electricity, gas, telephone or any other utility services furnished to the Subject Property. All utility services provided to the Subject Property shall be separately metered from those provided to the City and all corresponding charges incurred by the Olivet at the Subject Property shall be billed to the Olivet directly. The Olivet shall be responsible for any tapping fees, connection fee or similar charge, if any, for connection to the City's preexisting sanitary sewer or water lines.

7.2 STORAGE AND DISPOSAL

(a) The Olivet shall provide a complete and proper arrangement for the Adequate sanitary handling and disposal, away from the Subject Property, of all trash, garbage and other refuse caused as a result of the operation of its business and the use of the Subject Property. The Olivet shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse. Piling of boxes, carton, barrels or other similar items, in an unsightly or unsafe manner, on or about the Subject Property shall not be permitted. All trash and debris shall be screened from public view in a manner that shall be required by the City, in the City's sole and absolute discretion.

(b) The Olivet shall not store nor shall the Olivet permit or suffer the storage of any toxic or hazardous materials or any pollutant or contaminant on the Subject Property other than in the normal and customary operation of its business and swimming pool.

(c) No volatile or explosive solids, liquids, or substances shall be stored and/or used by the Olivet or permitted by the Olivet to be stored and/or used on the Subject Property.

7.3 MAINTENANCE OF SUBJECT PROPERTY AND IMPROVEMENTS

The Olivet shall keep the Subject Property and all Improvements in good repair and condition (except as otherwise provided herein) and at the end or other expiration of the term of this Lease deliver up the Subject Property and all Improvements thereupon in good condition, reasonable wear and tear excepted. The Olivet shall, at its sole cost and expense, ensure the Subject Property and all Improvements comply with all requirements of all municipal, state and federal authorities now in force or which may hereafter be in force. In the event the Subject Property and all Improvements, or any part thereof, are damaged or destroyed by any cause whatsoever, the Olivet may elect either of the following options:

(a) Within sixty (60) days of the event of casualty, the Olivet shall commence and diligently pursue to complete the repair, restoration or replacement of the damaged or destroyed Improvement(s), and this Lease shall remain in full force and effect; or

(b) The Olivet may terminate this Lease on forty-five (45) days written notice to the City. In the event that the Olivet terminates pursuant to this Section 7.3, any insurance proceeds received by the Olivet pertaining to damage to or destruction of property owned by the City and leased and insured by the Olivet shall be immediately forwarded to the City upon receipt by the Olivet.

ARTICLE 8 INSPECTION BY THE CITY

The City and its authorized representatives shall have the right to enter and inspect the Subject Property and Improvements at all reasonable times during normal

business hours, provided such entry shall not interfere with the conduct of business thereon.

ARTICLE 9 DEFAULT PROVISIONS AND CONDITIONAL LIMITATIONS

9.1 EVENT OF DEFAULT

An Event of Default shall have occurred if any one of the following events shall have occurred:

(a) Default shall be made in the payment of the Base Rent when due and such default shall continue for a period of thirty (30) days following written notice;

(b) The failure of the Olivet to commence development of the Subject Property, and to diligently pursue all necessary governmental approvals therefor.

(c) The Olivet shall:

(1) Apply for or consent to the appointment of a receiver, trustee or Liquidator of itself or of all or a substantial part of its assets;

(2) Admit in writing its inability to pay its debts as they mature; or

(3) Make a general assignment for the benefit of creditors;

(d) If any petition is filed by or against the Olivet under any section or chapter of the present or any future Federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof, which is not permanently discharged, dismissed, stayed, or vacated, as the case may be, within one hundred twenty (120) days of its commencement or the Olivet shall be adjudicated bankrupt or insolvent in proceedings filed under any section or chapter of the present or any future Federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof;

(e) An order, judgment or decree shall be entered without application, approval or consent of the Olivet, by any court of competent jurisdiction, approving a petition seeking reorganization of the Olivet, or of all or a substantial part of its assets, and such order, judgment or decree shall continue, without a stay, and in effect for any period of sixty (60) consecutive days, provided that no event of default shall occur so long as the Olivet is pursuing an appeal of any such order, judgment or decree;

(f) If the Olivet shall do or permit to be done anything which creates a lien upon the City's interest in the Subject Property and any such lien is not discharged or bonded within forty-five (45) days after notice of filing; and

(g) If the Olivet shall assign, mortgage or otherwise transfer this Lease, or sublet the whole or any part of the Subject Property or the Improvements or any interest therein, otherwise than as expressly permitted hereunder, or if this Lease or the estate of the Olivet hereunder shall be transferred, or passed to, or developed upon, any person, firm or corporation other than the Olivet, except in the manner permitted in this Lease.

9.2 REMEDIES OF THE CITY

Upon the occurrence of any such event of default, the City shall have the right at the City's election, to pursue, in addition to and cumulative of any other rights the City may have, at law or in equity, any one or more of the following remedies without any notice or demand whatsoever:

(a) Enter upon and take possession of the Subject Property and expel or remove the Olivet and any other person who may be occupying said premises or any part thereof without being liable for prosecution or any claim for damages therefore, and re-let the premises and receive the rent therefore, and the Olivet agrees to pay to the City on demand any deficiency that may arise by reason of such re-letting and any reasonable attorney's fees incurred as a result of such breach.

9.3 EFFECT OF WAIVER OR FOREBEARANCE BY THE CITY

No waiver by the City of any breach by the Olivet of any of its obligations, Agreements, covenants hereunder shall be a waiver of any subsequent breach or of any obligations, agreement or covenant, nor shall any forbearance by the City to seek a remedy for any breach by the Olivet be a waiver by the City of its rights and remedies with respect to such subsequent breach.

ARTICLE 10 CUMULATIVE REMEDIES – NO WAIVER

10.1 The specific remedies to which the City may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any Event of Default. The failure of the City to insist in any one or more cases upon the strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by the City of Rent with knowledge of the occurrence of an Event of Default shall not be deemed a waiver thereof, and no waiver, change, modification or discharge by either Party hereto of any provision of this Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party against whom such waiver, change, modification or discharge is sought. In addition to the other remedies provided in this Lease, the City shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants,

conditions or provisions of this Lease or to a decree compelling specific performance of any of the covenants, conditions or provisions.

ARTICLE 11 QUIET ENJOYMENT

- 11.1 The City covenants and agrees that the Olivet, upon paying the Rent and all other sums required to be paid by the Olivet hereunder and observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall and may lawfully, peaceably and quietly hold, occupy and enjoy the Subject Property during the term of this Lease without hindrance or molestation by or from anyone claiming by, through or under the City.

ARTICLE 12 NOTICES

- 12.1 All notices, demands, consents, requests and other communications hereunder which may be or are required to be given by either Party, shall be in writing and shall be deemed to have been properly given when sent by United States registered or certified mail, postage prepaid, addressed to the Parties hereto, at the following addresses or at such other address as either Party may, from time to time, designate in a notice to the other:

To the Olivet:

Olivet Boys & Girls Club of Reading & Berks County
1161 Pershing Blvd.
Reading, Pennsylvania 19611

With a copy to:
John M. Stott, Esquire
50 North Fifth Street
P. O. Box 8321
Reading, PA 19603

City of Reading
City Hall
815 Washington Street
Reading, Pennsylvania 19601

Charles Younger, Esquire
City Hall
815 Washington Street
Reading, Pennsylvania 19601

Each Party hereto shall have the right, by giving not less than five (5) days prior written notice to the other parties hereto, to change any address of such. Party for the purpose of notices under this Section 12.1.

ARTICLE 13 ALTERATION, CONSTRUCTION AND OWNERSHIP OF IMPROVEMENTS

13.1 TITLE TO THE IMPROVEMENTS

All Improvements shall be owned by the Olivet until the expiration of the Term; provided, that:

(a) The terms and provisions of this Lease shall apply to all such Improvements; and

(b) All such Improvements subject to reasonable wear and tear shall be surrendered to and become the absolute property of the City upon the termination of the Term, whether by expiration of time or otherwise.

Notwithstanding the foregoing, the Olivet shall have the right to remove from the Subject Property and Improvements all moveable trade fixtures, movable equipment, and articles of personal property used or procured for use in connection with the operation of its business on or before the expiration date of this Lease, provided that the Olivet shall promptly repair, or cause to be repaired, any damage resulting to the Subject Property or Improvements by reason of this removal. Any and all materials, equipment and chemicals that are essential to operation and maintenance of the swimming pool(s) at the Olivet facility are excluded from those items of property that the Olivet is allowed to remove upon expiration of the Term and shall remain at the Subject Property after the expiration of the Term. Any trade fixtures, equipment, or articles of personal property of the Olivet that remain at or on the Subject Property after the expiration date shall be deemed to have been abandoned by the Olivet, and may either be retained by the City as its property or disposed of by the City without accountability to the Olivet for the value of these trade fixtures, equipment, or articles of personal property, or any proceeds derived from the sale of these items. Provided that the Olivet shall pay to the City, the cost to remove and/or dispose of any such trade fixtures, equipment or personal property.

ARTICLE 14 INVALIDITY OR PARTICULAR PROVISIONS

14.1 If any term or provision of this Lease, or the application thereof, to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 15 COVENANTS TO BIND AND BENEFIT RESPECTIVE PARTIES

15.1 The covenants and agreements herein contained shall bind and inure to the benefits of the City and the Olivet, and their respective successors and assigns.

ARTICLE 16 NO OFFSETS

16.1 The Olivet represents and warrants that it has no deductions, offsets or defenses to the enforcement of any remedies the City may have by operation of law or in the event of default by the Olivet in the performance or observance of any of the terms, covenants and conditions of this Lease.

ARTICLE 17 CAPTIONS AND HEADINGS

17.1 The captions and headings throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Lease nor in any way affect this Lease.

ARTICLE 18 CONDEMNATION PROCEEDS

18.1 ENTIRE TAKING

Should the entire Subject Property be “taken” (which term as used in this Article 18 shall include any conveyance in avoidance or settlement of eminent domain, condemnation, or other similar proceedings) by any governmental authority, corporation, or other entity under the right of eminent domain, condemnation, or similar right, then this Lease shall terminate as of the date of taking of possession by the condemning authority, and the City, the Olivet and any Leasehold Mortgagee may each pursue the award therefor based on the Improvements located on the Subject Property and the agreements amongst such parties in interest. As used herein, the term “award” shall mean any and all awards, damages or settlements which may be paid or made in

connection with any taking of possession by any condemning authority of all or any portion of the Subject Property.

18.2 PARTIAL TAKING

Should a portion of the Subject Property be taken by any governmental authority, corporation or other entity under the right of eminent domain, condemnation or similar right, this Lease shall nevertheless continue in effect as to the remainder of the Subject Property unless, in the City and the Olivet's judgment, so much of the Subject Property shall terminate as of the date of taking of possession by the condemning authority in the same manner as if the whole of the Subject Property had thus been taken, and the ward therefore shall be distributed as provided in Section 18.1 and 18.3, as necessary. In the event of a partial taking where this Lease is not terminated, the Base Rent payable during the remainder of the Term after taking of possession by the condemning authority shall be reduced on a just and proportionate basis having due regard to the relative value and square footage of the portion of the Subject Property thus taken as compared to the remainder thereof and taking into consideration the extent, if any, to which the Olivet's use of the remainder of the Subject Property shall have been impaired or interfered with by reason of such partial taking.

18.3 AWARD IN PARTIAL TAKING

If a part of the Subject Property is taken and this Lease is not terminated as a result thereof, then the Olivet shall remove, repair and refurbish the remainder of the Subject Property in order to put them in a usable condition and the award shall be deposited with the Leasehold Mortgagee, City and the Olivet and disbursed for payment of such restoration, repair and refurbishment work.

18.4 TEMPORARY POSSESSION

If the whole or any portion of the Subject Property shall be taken for temporary use or occupancy, the Term shall not be reduced or affected and the Olivet shall continue to pay the entire Rent hereunder in full. Except to the extent the Olivet is prevented from so doing pursuant to the terms of the order of the condemning authority, the Olivet shall continue to perform and observe all of the other covenants, agreements, terms and provisions of this Lease. In the event of any temporary taking, the Olivet shall be entitled to receive the entire amount of an award therefore unless the period of temporary use or occupancy shall extend beyond the expiration of the Term, in which case such award, after payment to the City therefrom for the estimated cost of restoration of the Subject Property to the extent that any such awards is intended to compensate for damage to the Subject Property, shall be apportioned between the Olivet and the City as of the day of expiration of the Term in the same ratio that the part of the entire period for such compensation is made falling before the day of expiration and that part falling after, bear to such entire period. If the portion of the award payable to the Olivet is made in a lump sum or is payable to the Oliver other than in equal

monthly installments, the City shall have the right to collect such portion hereof as shall be sufficient to meet:

(a) The payments due to the City from the Olivet under the terms of this Lease during the period of such temporary use or occupancy; and

(b) The estimated restoration of the Subject Property, if such taking is for a period not extending beyond the expiration of the Term, the Olivet shall obtain possession and shall proceed to restore the Subject Property as nearly as may be reasonably possible to the condition existing immediately prior to such taking.

ARTICLE 19 CONSENT

19.1 Except as otherwise expressly stated to the contrary, whenever the consent of the City is required under this Lease, the City's consent shall not be unreasonably withheld.

ARTICLE 20 SALE OF IMPROVEMENTS – ASSIGNMENT AND SUBLETTING

20.1 This Lease and the term and estate granted by this Lease, or any part of this Lease or that term and estate, may be subleased or assigned by the Olivet subject to the City's prior written consent, which consent shall not be unreasonably withheld. However, no assignment or subletting shall release or discharge the Olivet from the terms of this Lease without the prior written consent of the City, which consent shall not be unreasonably withheld.

ARTICLE 21 MISCELLANEOUS

21.1 SUCCESSORS AND ASSIGNS

The words "School District" as used in this instrument shall extend to and include the City as well as any and all persons, who at any time or from time to time during the term of this Lease, shall succeed to the interest of the City in the Subject Property; and all of the covenants, agreements, conditions and stipulations herein contained which inure to the benefit of and are binding upon, shall also inure to the benefit of and shall be, jointly and severally binding upon the successor, assigns and grantees of the City, and each of them, and any and all persons who at any time or from time to time during the term of this Lease shall succeed to the interest of the City in the Subject Property.

21.2 MODIFICATIONS

This Lease may be modified only by written agreement signed by the City and the Olivet.

21.3 DESCRIPTIVE HEADINGS

The descriptive headings of this Lease are inserted for convenience in reference only and do not in any way limit or amplify the terms and provisions of this Lease.

21.4 NO JOINT VENTURE

The relationship between the City and the Olivet at all times shall remain solely that of the City and the Olivet and shall not be deemed a partnership or joint venture.

21.5 DISCLAIMER OF WARRANTIES

The Olivet acknowledges that it has inspected the Subject Property and is familiar with its condition and is entering into this Lease based on that inspection and in reliance on the written representations and warranties of the City as set forth in this Lease. Subject to the City's representations and warranties, the Olivet accepts the property in "AS IS" condition and acknowledges and agrees that the City has not made and does not hereby make any oral or written representations, warranties or covenants of any kind or character whatsoever with respect to the Subject Property, wither expressed or implied, except as set forth in this Lease. The Olivet hereby represents that, expect as otherwise represented and warranted in writing by the City in this Lease, it is not relying upon any warranties, promises, guarantees or representations made by the City or any one acting or claiming to act on behalf of the City in entering into this lease.

21.6 MEMORANDUM OF LEASE

The City and the Olivet agree that they shall, at any time at the request of the other, Promptly execute a memorandum or short form of this Lease, in recordable form, setting forth a description of the Subject Property, the term of this Lease, and any other provisions herein, or the substance thereof as either party desires.

21.7 HOLDING OVER

Any holding over by the Olivet of the Subject Property after the expiration of the Term shall operate and be construed as a tenancy from day to day at a daily rental equal to four times the daily rental payable during the thirty (30) day period immediately

prior to such determination , and the Olivet agrees to surrender the Subject Property after the termination of the Term immediately upon demand by the City.

21.8 GOVERNING LAW

This Lease shall be governed by, construed and enforced in accordance with the Laws of the Commonwealth of Pennsylvania.

21.9 COUNTERPARTS

This Lease may be signed in any number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute but one agreement.

21.10 SEVERABILITY

The invalidity or unenforceability of any particular provision or part of any Provision of this Lease shall not effect the other provisions or parts hereof. If any provision is determined to be invalid or unenforceable by a court of competent jurisdiction, the balance of the Lease will remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

CITY OF READING

THE OLIVET BOYS AND GIRLS CLUB OF
READING AND BERKS COUNTY

BILL NO.____2011
AN ORDINANCE

AMENDING THE CITY OF READING CODIFIED ORDINANCES CHAPTER 10 HEALTH AND SAFETY BY REPEALING SECTION 18 HEALTH AND SAFETY INSPECTION AND RECREATING THE HEALTH AND SAFETY INSPECTION WITH OTHER PROVISIONS AS A NEW PART 3 NAMED "CERTIFICATE OF TRANSFER" IN CHAPTER 4 BUILDINGS.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Amending the Codified Ordinances Chapter 10 Health and Safety by repealing Section 18 Health and Safety Inspection and recreating Health and Safety Inspection with other provisions as a new Part 3 Named "Certificate of Transfer" in Chapter 4 Buildings as attached in Exhibit A.

SECTION 2. All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended per the attached shall remain in full force and effect.

SECTION 3. If any section, subsection, sentence or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 4. This Ordinance will become effective April 1, 2012.

Enacted_____, 2011

President of Council

Attest:

City Clerk

(Council Staff)

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

EXHIBIT "A"

Part 4. Certificate of Transfer

Section 4-301 Declaration of Purpose. The City of Reading City Council desires to establish certain rules and regulations related to the transfer of property within the City and requiring the receipt of a Certificate of Transfer from the City of Reading and the attachment of such certificate prior to the recordation of a deed in the Berks County Recorder of Deeds Office. The City Council finds that the establishment of this program for all City residential, non-residential, and mixed use properties is necessary to protect the public health, safety, and welfare by ensuring the proper maintenance of all City properties, by identifying and requiring correction of substandard conditions, and by preventing conditions of deterioration and blight that could adversely affect economic conditions and the quality of life in Reading.

The fees assessed in this Part shall be revenue neutral and will only cover the cost of the program. The fees shall be reviewed against the cost of the program annually and recommendations for adjustments shall be referred by ordinance to the City of Reading City Council.

Nothing in this ordinance shall preclude the buyer from seeking legal recourse against the Seller, or the Seller's Agent where applicable, within the Pennsylvania Court system.

§4-302. Definitions.

AGENT - any person who for monetary or other consideration aids a seller in the sale of property. Whenever used in any clause prescribing or imposing a penalty, the term "agent," as applied to partnerships and associations, shall mean the partners or members thereof and, as applied to corporations, the officers thereof. Liability shall be limited to failure to notify the seller of the obligations imposed by this Part.

AGREEMENT - written agreement or written instrument executed by the buyer at time of transfer of the property which provides the City with the ability to perform a Health and Safety Inspection.

BUYER - an individual who acquires legal or equitable title pursuant to an agreement of sale.

CERTIFICATE OF TRANSFER - the certificate issued by the City of Reading to the owner of a property that documents that the property is permitted for the use indicated

on the Certificate and is based on the property's compliance with the applicable City of Reading Ordinances and allows the property transfer to be ~~legally~~ recorded at the Berks County Recorder of Deeds Office.

CITY INSPECTOR - an employee or contractor engaged by the City of Reading to do, among other things, Health and Safety Inspections.

~~**CODES OFFICE** - City of Reading Property Maintenance Division.~~

DAYS - calculation of days in this Part shall be by calendar days unless otherwise noted in this Part. If the expiration of the day is on a Saturday, Sunday or Holiday, the deadline shall be extended until the next business day.

DEFICIENCIES - those items indicated on a Health and Safety Inspection report which require repair, remediation or corrective action and/or are hazardous conditions.

DWELLING UNIT or UNIT - a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

HEALTH AND SAFETY COMPLIANCE LETTER - a letter, correspondence or document issued by the City of Reading ~~Codes Enforcement~~ Property Maintenance Division stating that the requirements of this Part and the minimum habitability requirements set forth herein have been satisfied and any founded deficiencies have been corrected.

HEALTH AND SAFETY INSPECTION - an inspection to determine the condition of a property in accordance with such standards of minimum habitability and safety as shall be determined by the ~~Codes Enforcement~~ Property Maintenance Division.

HEALTH AND SAFETY INSPECTION REPORT - a report issued by a City Inspector setting forth the results of a health and safety inspection which shall include the designation of such conditions as shall require repair or remediation and any hazardous conditions for the current use of the property.

INDIVIDUAL - any person, partnership, association, corporation or other entity.

INSPECTION REQUEST - a request for performance of a Health and Safety Inspection other than an agreement submitted by a buyer at the time of transfer of the property.

MIXED COMMERCIAL/RESIDENTIAL PROPERTY - a property, building or structure in which part is used for residential purposes, living, and another part is utilized for commercial purposes. Also referred to as mixed residential/commercial property or mixed use - commercial/residential or mixed use - residential/commercial.

MULTI-UNIT DWELLING - a building arranged, designed, and intended to provide two or more dwelling units. Individual dwelling units may share party walls with other units and either have common outside access areas or have individual outside access areas. Types of such buildings shall include, but shall not be limited to, townhouses, apartments, and/or condominiums.

NOTICE OF VIOLATION - a written notice issued by the Property Maintenance Division directing any repair or remediation, corrective or other action relating to any

deficiencies as set forth in a report which may include a time frame within which any such action must be taken.

OWNER - entity or individual(s) that have an enforceable claim or title to an asset or property, and is recognized as such by law. For example, a lender is the legal owner of a property.

PROPERTY - all residential and mixed residential/commercial buildings, structures or property within the City of Reading, any and all building or other improvement(s) and the land on which the buildings and improvements are situated.

PROPERTY MAINTENANCE CODE - for the purpose of establishing rules and regulations for the maintenance of all structures, including administration, enforcement and penalties, the property maintenance code known as the International Property Maintenance Code, 2003 Edition, as published by the International Code Council, as deleted, modified or amended as set forth herein. From the date on which this Part shall take effect, the provisions thereof shall be controlling in the maintenance of all structures, and in all other subjects therein contained, within the corporate limits of the City of Reading, Pennsylvania, as per Codified Ordinances Chapter 5, Part 6.

REHAB PLAN - a plan submitted to the Property Maintenance Division outlining the strategy and work including time frames to cure, correct, abate or remediate deficiencies identified in the health and safety inspection report in the dwelling unit beyond the time period provided for in the report and requesting an extension of time to cure such deficiencies.

RENTAL COMPLIANCE LETTER - a letter or document issued by the City of Reading ~~Codes Enforcement~~ Property Maintenance Division upon finding and stating compliance with the applicable City of Reading Codified Ordinances following performance of an inspection.

REPORT ACKNOWLEDGEMENT - a written document acknowledging receipt of the health and safety inspection report, responsibility to correct any deficiencies set forth in the report and stipulates the property's allowable use.

ROOM or ROOMING UNIT - any room, area or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes or independent living.

ROOMING HOUSE - a building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling, excluding hotels and motels.

SALE - the transfer of any legal or equitable interest in or title to property, including exchanges of properties.

SELLER - the owner *or* his authorized agent or appointee of the property that will be transferred or sold.

SETTLEMENT - the culmination of a particular transaction involving real property which results in the transfer or conveyance of a property from one party to another.

SINGLE-FAMILY DWELLING - a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. A single unit may be incorporated within a series of row homes sharing a common fire wall. Types of such buildings shall also include mobile and modular units.

STRUCTURE(S) - that which is built or constructed, or a portion thereof, other than one-family or two-family dwelling units and utility and miscellaneous use Structures

§ 4-303. Certificate of Transfer Required.

1. A Certificate of Transfer ~~must~~ *shall* be affixed to ~~all each~~ deeds for ~~all~~ *any* property *before a deed may be presented for recordation in the Berks County Recorder of Deeds Office*. The process to obtain a Certificate of Transfer will combine the Health and Safety Inspection with the water and solid waste certifications. To obtain a Certificate of Transfer the property must meet the City's health and safety standards and be in compliance with the City's business license, zoning laws, and other City regulations.
2. The Health and Safety Inspection shall occur first and will be completed in accordance with the provisions of this Part when any property located in the City is offered for sale or is transferred to a new owner. If a commercial use is identified during the inspection, the inspector will inquire with other departments to make sure proper zoning and a business license is in place and is current. The solid waste and water certification will occur after the City is notified that the property is going to settlement, either privately or through a settlement agency. When the property meets the City's regulations described herein, a Health and Safety Compliance Letter will be issued.
3. Any rental property that has undergone a property maintenance inspection and has received a Rental Compliance Letter, issued to the last owner of record, from the Property Maintenance Division and has remained code compliant within a 24 month period, from the date the Rental Compliance Letter was issued, will be charged half price for a Health and Safety Inspection. Any owner of a *property* who receives a Rental Compliance Letter but does not transfer the property to a new owner within a 24 month period will be required to have a new Health and Safety Inspection at a half price cost.

4. The Certificate of Transfer shall be issued to the requesting party and the County Recorder of Deeds after the water and solid waste certifications are issued and after the property is in compliance with zoning and other licensing if the property is not an owner-occupied residence. *Zoning permits and other licenses do not transfer to the new owner. The new owner must make application to the proper city office(s)*
5. No deed shall be recorded by the County Recorder of Deeds unless a Certificate of Transfer is affixed to the deed. *The County Recorder of Deeds shall inform the City if the deed is submitted without the Certificate of Transfer.*
6. Nothing in this ordinance shall preclude the buyer from seeking legal recourse against the Seller, or the Seller's Agent where applicable, within the Pennsylvania Court system.

§4-304. Inspection Procedure.

An inspection shall be completed in accordance with the provisions of this Ordinance prior to the transfer of any Property except solely where the Sale occurs within 24 months of the date of issuance of a Rental Compliance Letter. If the property has not transferred to a new owner after 24 months of the date of the Health and Safety Compliance Letter, the seller or his agent shall request a refreshed inspection.

1. An inspection of the property shall be performed to determine compliance with minimum health and safety standards and requirements *as per the current allowable use*; however, these minimum health and safety standards shall not prohibit citations for other significant health and safety hazards that may be identified by the inspector during the inspection:

- A. Each dwelling unit must have an operational (working) smoke detector installed in all common areas, including the basement, every designated bedroom and every finished attic space as required by the Property Maintenance Code.
- B. Each dwelling unit must meet fire separation standards and have sufficient egress as per the Property Maintenance Code and fire separation standards.
- C. Each dwelling unit must have an existing acceptable 60 ampere service, or a minimum 100 ampere three-wire electric service, must be installed for the dwelling as required by the Property Maintenance Code.
- D. Each dwelling unit must have kitchen countertop receptacles, laundry and bathroom receptacles must be ground fault circuit interrupter protected, as required by Property Maintenance Code.

- E. No basement or attic may be used for habitable bedroom units except by authorization, approval or variance of the City Zoning Hearing Board and shall comply with the requirements of the Property Maintenance Code.
- F. All properties must be supplied with clearly identifiable numbers (minimum of 3 inches tall) outside the property, in clear view of the street, designating the street number of the property as required by the Property Maintenance Code.
- G. All utility connections, as defined under the applicable City policies and the Property Maintenance Code.
- H. All properties must be structurally sound and free from deteriorated components. Surfaces of building components preserved or needing to be preserved by paint or other similar preservative shall be in good condition and not deteriorating.
- I. All properties must be free from infestation of insects or vermin as required by the Property Maintenance Code.
- J. All properties must have the proper permits, licenses and zoning permits if being used for anything other than single-family owner-occupied purposes.
- K. All properties must comply with *the* Roommate Housing Ordinance or have previously obtained approval and registered as a non-conforming use from said requirement as per the Zoning Ordinance.
- L. All properties must have operational plumbing (e.g., bathroom and kitchen facilities) as required by the Property Maintenance Code.
- M. All properties must have working heating/mechanical equipment as required by the Property Maintenance Code.
- N. All properties must have kitchen and bathroom facilities as required by the Property Maintenance Code.

The Property Maintenance Inspector performing the inspection has the right to request assistance from another inspector or department of the City of Reading including but not limited to a property maintenance inspector or a trades inspector. In evaluating the inspection, the inspector has the right to review records of other City Departments or Divisions.

2. At the time an Agent undertakes to represent a Seller in the sale of property, the Agent shall inform the Seller of the requirements established by this Ordinance to have a Health and Safety Inspection prior to settlement and a Certificate of Transfer prior to the recordation of the deed.
3. If entering into an accepted Agreement of Sale, the Buyer or new owner discovers that the Health and Safety Inspection did not occur, the Buyer or new owner shall contact the Property Maintenance Division within five (5) days of the discovery

and request the inspection. The cost of the inspection shall be charged to the Buyer or new owner and reimbursed by the Seller at settlement. If the inspection does not occur prior to settlement, the Buyer or new owner is required to execute and submit a Letter of Intent to Comply to the Property Maintenance Division within fourteen (14) calendar days.

4. Any Rental Compliance Letter shall remain valid for a period of 24 months, for the original applicant, from the date of such inspection and may be relied upon during such period for the purposes of this Ordinance. Any property that remains for sale for more than a 24 month period, while owned by the original applicant, shall undergo a new Health and Safety Inspection at half price.

5. Within five (5) business days from the receipt of a request for a Health and Safety Inspection, the Property Maintenance Division shall schedule the inspection.

6. Upon the completion of the inspection, a copy of the Health and Safety Inspection Report shall be personally delivered to or be mailed by first class delivery to the Seller and the person or party requesting the inspection. Upon receipt of the Health and Safety Inspection Report, the Seller shall mail or deliver a copy to the Buyer, or Buyer's Agent, if Buyer is represented by an Agent or new owner. The Buyer or the Buyer's Agent may also request a copy of the Health and Safety Inspection Report from the Property Maintenance Division.

7. No later than settlement on the sale of the property, Buyer or new owner shall sign a Health and Safety Inspection Report Acknowledgment.

8. Should a Property be sold and the Buyer or new owner shall not have signed a Health and Safety Inspection Report Acknowledgment, both Buyer, or new owner and Seller shall be, jointly and severally, liable for the cost of correction of any such deficiencies. Nothing herein shall be deemed to preclude the Buyer, or new owner, and Seller from agreeing upon the apportionment of some or all of the cost of correcting any such deficiencies between themselves, however, any such agreement shall not be binding upon the City.

9. At any time after the receipt of the Health and Safety Inspection Report, the Property Maintenance Division may undertake such further actions or inspections as it deems appropriate consistent with the applicable ordinances of the City of Reading, including, but not limited to, a full inspection for any applicable codes compliance and/or the issuance of a Notice of Violation based upon the Health and Safety Inspection Report to repair or remediate or otherwise correct any deficiencies indicated

in the Health and Safety Inspection Report within such time as may be set forth in the Notice of Violation.

10. In the event a Notice of Violation is issued, the Buyer (or the Seller in the event a sale is not consummated) may request a Rehab Plan. The Rehab Plan must be submitted to the Property Maintenance Division within fourteen (14) calendar days after the Rehab Plan form is issued to the party making the request. The Property Maintenance Division shall, within fourteen (14) calendar days of receipt of a request for Rehab Plan, indicate in writing whether the Plan is acceptable and, if any provisions are not acceptable and indicate the required remedies with the required time lines are not to exceed six (6) months. The Buyer or new owner or Seller, as the case may be, shall be bound to make any corrections or undertake any such remediation as set forth in the Notice of Violation in the time frame set forth in Notice of Violation, subject to any modification in the Notice of Violation as may be accepted by the Property Maintenance Division. Monthly progress reports shall be submitted in writing to the Property Maintenance Division. The Property Maintenance Division will determine when the property complies with the regulations as set forth herein.

11. If at the time of or before settlement, the Health and Safety Compliance Report has not been completed, the required Certificate of Transfer shall not be issued unless the Buyer executes and submits a copy of the original Rehab Plan and an executed Letter of Intent to the Property Maintenance Division. The new owner shall comply with the timelines specified by the Property Maintenance Division, not to exceed six (6) months.

§4-305. Fees.

1. Residential Properties. The fee for a health and safety inspection by a Property Maintenance Inspector at a residential structure shall be \$150. An additional fee of \$50 shall be charged per dwelling unit for each dwelling unit in excess of three dwelling units up to and including 21 dwelling units. A fee of \$15 shall be charged per each room or rooming unit in excess of eight rooms or rooming units up to an amount determined by the Property Maintenance Division to qualify as a commercial use and governed by the applicable ordinances. Any additional fee for inspection of a dwelling or property that is combined dwelling units and rooms or rooming units shall be determined by the Property Maintenance Division in accord with the fees set forth herein. The buyer seller or person requesting the inspection shall be responsible for any other associated administrative fees and costs.

Rental properties that have had a Property Maintenance Inspection and received a letter of compliance from the Property Maintenance Division and have remained *compliant*

with the Property Maintenance Code (does not include other City Codes such as Fire, Building etc.) within the past 24 months, while owned by the original applicant, will only be charged half price for the health and safety inspection.

2. Commercial and Mixed Residential/Commercial Properties. The fee for a Health and Safety Inspection by a Property Maintenance Inspector at a commercial structure shall be: \$150 for up to 2,000 square feet of commercial space to be inspected and \$50 for each additional 1,000 square feet of space, in addition to the \$150 fee for a residential property, up to three units. Additional fees for inspection of residential units shall be billed as set forth in the paragraph above. *Fire Inspection fees are set in Chapter 5, Section 308, Part 2 Permits, and Inspection Fees.*

3. Recheck or Re-inspection. An additional \$75 fee will be charged for more than one (1) scheduled re-inspection at all properties and subsequent re-inspections.

4. Cancellation and Rescheduling of Inspection. If the buyer or owner or their representative cannot be available on the date and time of the inspection, including recheck or re-inspection, said person shall notify the Property Maintenance Division in writing of their inability to attend the scheduled inspection in a manner, including mail, facsimile or electronic mail (email), that such notice is received by the Property Maintenance Division no less than 24 hours prior to the scheduled date and time of the inspection. Upon failure to give such written notice or upon failure to gain entry, an administrative fee of \$150 will be assessed against the Buyer or owner failing to supply written notice or appear. For each rescheduling beyond the second rescheduling an administrative fee of \$250 shall be assessed in all cases. Any rescheduling of an inspection requires performance of the inspection within 6 months of the settlement or transfer of property.

5. Non-Payment. All associated fees shall be paid to the *City of Reading Treasurer's Office* prior to the scheduled time of the inspection. Non-payment shall not preclude performance of an inspection or recheck. In the event of non-payment, the City reserves the right to bill the buyer or person requesting the inspection and thereafter initiate collection activities and the appropriate legal action if the bill is not paid.

Notwithstanding the foregoing, buyer and seller shall not be prohibited from privately agreeing that buyer will reimburse seller for such fees.

(Ord. 16-2008, 2/11/2008, §1)

6. Any property that receives a Rental Compliance Letter but does not transfer to a new owner within a 24 month period will be required to have a new Health and Safety Inspection at a half price cost.

7. Nothing in this ordinance shall preclude the buyer from seeking legal recourse against the Seller, or the Seller's Agent where applicable, within the Pennsylvania Court system.

8. **Revenue Neutral.** The Fees assessed in this Part shall be revenue neutral and will only cover the cost of the program. The Fees shall be reviewed against the cost of the program annually and recommendations for adjustments shall be referred by ordinance to the City of Reading City Council.

§4-306. Health and Safety Inspection Report.

1. **Report.** Upon the completion of a Health and Safety Inspection, a report setting forth the deficiencies found during the inspection shall be prepared. The report shall at a minimum state the following:

- A. Address of the property inspected.
- B. Owner's name and mailing address (P.O. Box addresses will not be accepted).
- C. Date of inspection.
- D. Name, position (buyer or owner and their authorized agents) and address of person(s) requesting the inspection.
- E. Deficiencies found per requirements of this Part. If no deficiencies are found per this Part it shall be so indicated.
- F. Time to cure deficiencies.
- G. Directive to cure deficiencies.
- H. Right to appeal as defined herein by §11-307-4.
- I. Date of re-inspection.
- J. Right to file a rehabilitation plan.
- K. Name, signature and contact information for inspector performing the inspection.
- L. If the property has been found to be a commercial use, the Health and Safety Inspection Report shall indicate the zoning district the property is located in, the permitted zoning use of the property and a business license.

2. **Service.** A copy of the report shall be delivered personally if the seller or person requesting the inspection is present at the time of inspection and the inspector shall note such delivery of the report. If the seller or person requesting the inspection is not present at the time of the inspection, the report shall be mailed by first class mail to the seller or in the event an inspection is requested after the transfer of the property to the buyer requesting the inspection. A copy of this report shall also be filed in the Property Maintenance Division.

3. **Validity.** A Health and Safety Inspection Report shall be valid for a period of 24 months. If deficiencies or violations are not corrected within 120 days of the original inspection, a subsequent inspection may be required to ensure no additional violations or deficiencies have occurred since the initial inspection.

(Ord. 16-2008, 2/11/2008, §1)

§4-307. Report Findings.

1. **Findings of Deficiencies or Violations.** If deficiencies or violations *for the current allowable use* of the requirements of this Part are discovered, they shall be set forth on a Health and Safety Inspection Report. Upon findings of deficiencies or violations of this Part are found, a re-inspection of the property shall be scheduled to be performed upon expiration of the time period provided for on the report to cure, correct or abate the violations. Findings of correction of the deficiencies or violations at the time of the re-inspection shall result in the issuance of a Certificate of Transfer. If the deficiencies or violations are not corrected at the time of the re-inspection, the buyer or owner requesting the inspection may submit a Rehabilitation Plan as provided for herein to the City of Reading Property Maintenance Division. Failure to cure, correct or abate the deficiencies or violations per the submitted Rehab Plan, subject to penalties and potential condemnation of the property.

2. **No Deficiencies Found.** If no deficiencies or violations per this Part are discovered during the Health and Safety Inspection, a Health and Safety Compliance Letter shall be issued by the City of Reading Property Maintenance Division as stated herein.

3. **Condemnation.** Nothing in this Part shall preclude an inspector from placarding or condemning a property as unfit for human habitation pursuant to City of Reading Codified Ordinances, if it is determined that the property is unfit for human habitation.

4. **Appeals.** If a person disagrees with findings in a Notice of Violation, they may appeal said findings by requesting a hearing in writing within 5 days of receipt of the Notice of Violation addressed to the Director of Community Development or his designee, Room 3-06 City Hall, 815 Washington Street, Reading, PA 19601.

(Ord. 16-2008, 2/11/2008, §1)

§4-308. Rehabilitation Plan.

1. **Plan.** The party requesting the inspection, may, in the event they deem they cannot meet the time frames to correct any violations as set forth in the Notice of Violation may request in writing from the Property Maintenance Division a one time extension of the time provided in the Notice of Violation to cure, correct, abate or remediate deficiencies or violations found during the Health and Safety Inspection. Such request shall specify

the reasons for such request(s) and the suggested time frames for such correction(s) or remediation.

2. Timing. A Rehabilitation Plan shall be submitted in a timely manner to be received by the Property Maintenance Division within fourteen (14) calendar days after re-inspection of the property. The Property Maintenance Division shall issue notification of the acceptance or rejection as provided for in this Section, to the person requesting the inspection within fourteen (14) calendar days of receipt of the rehabilitation plan.

3. Acceptance of Rehab Plan. If the City of Reading Property Maintenance Division accepts the Rehab Plan *it* shall so notify the buyer or owner in writing and said person will be bound by the time periods set forth in the Rehab Plan. The Property Maintenance Division shall further reschedule the re-inspection date of the property to a time after the expiration of the extension period requested in the Rehab Plan. Nothing in this Section, shall preclude the City of Reading Property Maintenance Division from inspecting the property to ensure compliance with the Rehab Plan.

4. Rejection of Rehab Plan. If ~~not~~ the Rehab Plan is not accepted by the Property Maintenance Division, the person requesting the inspection, shall be so notified as required herein. The work, curing, abatement, remediation and correction of the deficiencies set forth in the Notice of Violation shall be completed within the time frame set forth in the correction directive.

(Ord. 16-2008, 2/11/2008, §1)

§4-309. Health and Safety Compliance Letter & Rental Compliance Letter

1. Issuance. Upon determination by a Property Maintenance Inspector of no findings of violations or deficiencies of this Part, a Health and Safety Compliance Letter shall be prepared and issued to the person requesting the inspection. The letter shall be served upon the person requesting the inspection via first class mail and a copy shall be placed in the property file in the Property Maintenance Division. The Health and Safety Compliance Letter shall state that as of the date of issuance of the letter the property complied with this Part. The letter shall not be meant to be nor interpreted that the property is in compliance with all City of Reading Codified Ordinances.

2. Validity of Compliance Letter. A Health and Safety Compliance Letter issued per this Part shall be valid, *for Property Maintenance Code only*, for the person who is the original applicant, for a period of 24 months from date of issuance. The date of issuance

shall be the date set forth on the top of the letter issued by the Property Maintenance Division.

3. Request for Extension. The person requesting an inspection may submit to the City of Reading Property Maintenance Division in writing a request for an extension of time of the validity of the Health and Safety Compliance Letter.

4. Timing to Request Extension. A request for an extension of the validity of a Health and Safety Compliance Letter must be submitted in a manner to be received by the Property Maintenance Division no later than fourteen (14) calendar days prior to the expiration, or twelve (12) months after issuance, of the Health and Safety Compliance Letter.

5. Requirements. A request for an extension of the Health and Safety Compliance Letter shall, at a minimum, set forth the reason for the request and the requested length of extension of validity of the compliance letter.

6. Response. The City of Reading Property Maintenance Division at its discretion may approve or reject a request for an extension of the time period for the validity of a Health and Safety Compliance Letter. The Property Maintenance Division shall notify the person requesting the extension of its decision to accept or reject their request within fourteen (14) calendar days of receipt of request as evident by the time stamp of the City of Reading Property Maintenance Division acknowledging receipt. Said notice shall be mailed via first class mail to the person requesting the extension. If the request is rejected, an inspection must be requested and performed as required by this Part upon expiration of the validity of the compliance letter if necessary to comply with this Part.

7. Rental Compliance Letter. If the property being sold is a rental unit which has undergone a full rental inspection per the City of Reading Codified Ordinances within six (6) months of transfer of the property and a letter has been issued by the City of Reading Property Maintenance Division stating that the property is code compliant, the property is not required to undergo a Health and Safety Inspection. The seller may request a Health and Safety Compliance Letter based on the Rental Compliance Letter. (*Ord. 16-2008, 2/11/2008, §1*)

§4-310. Permits.

If permits are required to perform work to cure, correct, abate or remediate any deficiencies or violations noted on the Health and Safety Inspection Report, the buyer or

new owner, person requesting the inspection, shall be responsible to obtain or ensure obtaining of any and all permits required to perform such work.
(Ord. 16-2008, 2/11/2008, §1)

§4-311. Non-exclusive Inspection.

1. At any time after the receipt of the report, the Property Maintenance Division may undertake such further actions or inspections as it deems appropriate and consistent with the applicable ordinances of the City of Reading including, but not limited to, a full inspection for any applicable codes compliance and/or the issuance of a correction directive based upon the report to repair or remediate or otherwise correct any deficiencies indicated in the report within such time as may be set forth in the correction directive.

2. Further, the performance of a Health and Safety Inspection shall not remove a property from the schedule of routine inspections of rental properties in the City of Reading as conducted per the City of Reading Property Maintenance Code [Chapter 5, Part 6]. A Health and Safety Inspection shall also not preclude performance of an inspection by the Department of Fire and Rescue Services or Health Inspector of the City of Reading Property Maintenance Division, City of Reading Zoning Office or other City Office as provided for in the City of Reading Codified Ordinances.

3. Nothing in this Part, shall preclude the performance of an inspection upon receipt of a complaint of violation of the City of Reading Codified Ordinances regarding the subject property.

(Ord. 16-2008, 2/11/2008, §1)

§4-312. Enforcement.

This Part shall be enforced under the jurisdiction of the City Property Maintenance Division. Enforcement is delegated to the Property Maintenance Division.

(Ord. 16-2008, 2/11/2008, §1)

§4-313. Regulations and Forms.

The Property Maintenance Division is hereby authorized to establish regulations, consistent with the provisions of this Part, to prepare and distribute forms to implement this Part and to set criteria and provide for the qualifications and training as to applicable City ordinances and regulations of certified inspectors and to do any and all other acts as are necessary to implement the terms of this Part.

(Ord. 16-2008, 2/11/2008, §1)

§4-314. Issuance of Certificate of Transfer.

Completed Water and Solid Waste Certifications shall be copied to the Property Maintenance Division. On receipt of the completed certifications the Property Maintenance Division shall prepare the Certificate of Transfer and issue the Certificate of Transfer to the Seller, or his authorized agent, and electronically to the Berks County Recorder of Deeds. The Certificate of Transfer issued to the Seller, or his authorized agent, shall be affixed to the deed when it is delivered to the Berks County Recorder of Deeds for recordation.

§4-315. Exemptions. *The following real estate transactions shall be exempted from the Certificate of Transfer requirement:*

- 1. The conveyance of an owner occupied primary residential property transferring from a decedent(s) to his devisee(s) or heir(s).*
- 2. The conveyance of an owner occupied primary residential property transferring between spouses due to a divorce action.*
- 3. The conveyance of a property to a municipality, township, school district or county or its agencies pursuant to acquisition by the municipality, township, school district or county of a tax delinquent property at sheriff sale or tax claim department sale.*
- 4. The conveyance of a property to the Commonwealth or to any of its instrumentalities, agencies or political subdivisions by gift, dedication or deed in lieu of condemnation or deed of confirmation in connection with condemnation proceedings, or a reconveyance by the condemning body of the property condemned to the owner of record at the time of condemnation, which reconveyance may include property line adjustments provided said reconveyance is made within one year from the date of condemnation.*

§4-316. Violations.

Any person who shall violate a provision of this Part, or who shall fail to comply with any of the requirements thereof or any amendments thereof shall be subject to a charge of summary offense and the fines set forth herein.

(Ord. 16-2008, 2/11/2008, §1)

§4-317. Penalties.

The following penalties may be levied on either or both of the seller and buyer, or new owner should either fail to comply with the terms of this ordinance:

- 1. Failure to correct deficiencies per the report and/or within the terms of the rehab plan: \$1,000 and any appropriate proceeding of law that could ultimately revoke the Occupancy Certificate issued by the Fire Marshal ~~eviction from dwelling~~. All related court costs will be charged to the either or both the seller and/or buyer, or new owner.*

2. Failure to obtain a Certificate of Transfer prior to Settlement: \$1,000 and eviction from dwelling.
(Ord. 16-2008, 2/11/2008, §1)

§4-318. Other Causes of Action.

Nothing in this Section shall preclude the City of Reading Property Maintenance ~~Official~~ *Inspector* instituting the appropriate proceeding at law or in equity, to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this Code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.
(Ord. 16-2008, 2/11/2008, §1)

§4-319. Liability of City/Buyer/Inspector.

1. The issuance of a review report is not in any way a representation or guarantee by the City or any City Inspector that the property is without violations or in compliance with the applicable ordinances and codes. Any such review shall not be deemed a "codes inspection" and is intended solely for the use of the City and is not intended to replace such or supplement any private inspection of the condition of the property as may be deemed desirable by the property owner or other entities.

2. Neither the enactment of this Part nor the preparation and delivery of any document pursuant hereto shall impose any liability upon any City Inspector for any errors or omissions contained in any report nor shall the City or City Inspector bear any liability not otherwise imposed by law. The owner and subsequent buyer of any property shall remain wholly liable for compliance with the City's Property Maintenance Code [Chapter 5, Part 6], Trades Codes, the Zoning Ordinances [Chapter 27] and any and all other applicable ordinances of the City.

3. Nothing herein shall be deemed to prevent a buyer and seller from entering into an agreement between them that the buyer will reimburse seller for undertaking the cost of any necessary renovations or repairs to make the property compliant with the City Property Maintenance Code [Chapter 5, Part 6] or other ordinances.

BILL NO. _____-2011
AN ORDINANCE

AN ORDINANCE MODIFYING THE FEE SCHEDULE OF THE CITY OF READING RELATED TO CERTAIN ACTIVITIES OF THE SOLID WASTE OFFICE OF THE DEPARTMENT OF PUBLIC WORKS AND THE PROPERTY MAINTENANCE DIVISION OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1: The Code of Ordinances of the City of Reading, Berks County, Pennsylvania, Fee Schedule be amended as follows effective January 1, 2012:

Permit Fee	Current Fee	Proposed Fee
Recycling Services Fee	\$86.33	\$82.33
Trash Removal Fee	\$212.65	\$203.65
Rental/boarding house permit	\$100/unit	\$100/parcel
Single family rental inspection	\$240	\$505 per inspection
Two-unit rental inspection	\$270	\$505 per inspection
Three-unit rental inspection	\$300	\$705 per inspection
Four-unit rental inspection	\$330	\$705 per inspection
Five-unit rental inspection	\$350	\$705 per inspection
Six-unit rental inspection	\$405	\$905 per inspection
Seven-unit rental inspection	\$460	\$905 per inspection
Eight-unit rental inspection	\$515	\$905 per inspection
Nine-unit rental inspection	\$570	\$905 per inspection
Ten-unit rental inspection	\$625	\$905 per inspection
Each rental unit over 10	\$625 + \$55/unit	\$905 + \$50/unit
Reschedule re-inspection (3 rd occurrence)	\$75	\$45 per occurrence
Pre-sale inspection fee	N/A	\$150 per occurrence
Small restaurant	\$160 yearly	\$220 yearly
Large restaurant	\$165 yearly	\$220 yearly
Itinerant restaurant	\$100 yearly	\$220 yearly
Ancillary restaurant	\$80 yearly	\$95 yearly
Small grocery	\$150 yearly	\$220 yearly
Large grocery	\$220 yearly	\$220 yearly
Supermarket	\$180 yearly	\$250 yearly
Bakery license	\$160 yearly	\$230 yearly
Deli license	\$150 yearly	\$230 yearly

Health code violation – 1st \$70 per occurrence \$105 per occurrence
Health code violation – 2nd, subsequent \$95 per occurrence \$105 per occurrence

SECTION 2: All other items, parts, sections, etc. of the Code of Ordinances of the City of Reading, Berks County, Pennsylvania, which are contrary to the amendment set forth above in Section 1 are hereby repealed; otherwise, all other items, parts, sections, etc. of said Code shall remain in effect unchanged and likewise are ratified.

SECTION 3: This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, in accordance with Section 219 of the City of Reading Home Rule Charter.

Enacted _____, 2011

Council President

I, LINDA A. KELLEHER, City Clerk of the City of Reading, PA, do hereby certify that the foregoing is a true and correct copy of the original ordinance passed by the Council of the City of Reading on the ____ day of _____, 2011. Witness by hand seal of said City this ____ day of _____, A.D. 2011

City Clerk

Attest:

City Clerk

Submitted to the Mayor: _____

Date: _____

Received by Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

BILL NO. _____

AN ORDINANCE

AMENDING CODE OF ORDINANCES OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, CHAPTER 18 SEWERS AND SEWAGE DISPOSAL, PART 3 SEWER SERVICE RENTAL, SECTIONS 18-303 AND 18-304 TO FIX THE SEWER SERVICE RENTAL EQUAL TO THE SEWER SERVICE RENTAL APPLICABLE IN 2011, AND SUCH SEWER SERVICE RENTAL SHALL BE EFFECTIVE UNTIL AMENDED.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Section 18-302 Disposition of Funds Collected is hereby amended to read as follows:

SECTION 18-302. Disposition of Funds Collected.

The funds received from the collection of sewer service rentals shall be deposited by the City Treasurer in the City's Sewer Enterprise Fund and shall be used for the purpose of defraying the expenses of the City in the administration, operation, maintenance, repair, alteration, inspection, improvement, depreciation, amortization of indebtedness and interest thereon, arising out of or connected with the sanitary sewerage and sanitary sewage disposal system of the City, in accordance with the provisions of the Act of 1935, P.L. 1286, its amendments and supplements, 53 P.S. § 2231 *et seq.*

SECTION 2. Section 18-303 Metered Service; Due Date; Interest Penalty; Reductions and Rebates of the Code of Ordinances of the City of Reading, Berks County, Pennsylvania, Chapter 18 Sewers and Sewage Disposal, Part 3 Sewer Service Rental is hereby amended to read as follows:

SECTION 18-303. Metered Service; Due Date; Interest Penalty; Reductions and Rebates.

1. The sewer service rental shall equal the 2011 sewer service rental. A penalty of 10% shall be added to bills not paid by the due date printed on the bills, which date shall be 30 days after date of issuance of such bills. Bills shall be rendered on a monthly or quarterly basis.
2. Reductions or rebates may be provided to customers who do not discharge a significant portion of their metered water to the sewage system. Such adjustments shall be determined pursuant to rules and procedures adopted by resolution of Council.

SECTION 3. Section 18-304 Fixed Rate Service; Due Date and Interest Penalty of the Code of Ordinances of the City of Reading, Berks County, Pennsylvania, Chapter 18 Sewers and Sewage Disposal, Part 3 Sewer Service Rental is hereby amended to read as follows:

Section 18-304. Fixed Rate Service; Due Date and Interest Penalty.

The sewer service rental shall equal the 2011 sewer service rental. Penalties of 10% shall be added to bills not paid by the due date printed on the bills, which date shall be 30 days after date of issuance of such bills. Bills shall be rendered on a monthly and/or annual basis.

SECTION 4. All remaining sections of Part 3 Sewer Service Rental shall remain in effect (Sections 18-301 through and including 18-306).

SECTION 5. Any court determination that a portion of the amended section is unconstitutional or invalid shall not affect the remaining portion of said section or other ordinance sections.

SECTION 6. This ordinance shall become effective on the date of passage by City Council and approval by the Mayor, override of the Mayor's veto, or passage by City Council and the Mayor's failure to approve or veto within ten (10) days of submittal to him.

Passed Council _____, 2011

President of Council

Attest:

City Clerk

BILL No. ____-2011
AN ORDINANCE

AN ORDINANCE AMENDING THE 2011 CITY OF READING WATER FUND BUDGET BY AUTHORIZING THE TRANSFER OF FUNDS FROM THE WATER FUND ADMINISTRATIVE/COLLECTION/PURIFICATION DIVISION(S) BUDGET TO THE WATER FUND COLLECTION DIVISION .

Section 1. Amending the City of Reading 2011 Water Fund Budget by authorizing the transfer of a total of \$76,000.00 in the Water Authority Fund 50 Account line item to the following accounts/line items within the Water Authority budgets:

1. Transferring \$3,000 from Contracted Services to Maintenance Repair
2. Transferring \$10,000 from Chemicals to Maintenance Repair
3. Transferring \$10,000 from Chemicals to Maintenance Repair
4. Transferring \$10,000 from Chemicals to Maintenance Repair
5. Transferring \$10,000 from Chemicals to Maintenance Repair
6. Transferring \$10,000 from Chemicals to Maintenance Repair
7. Transferring \$10,000 from Postage to Maintenance Repair
8. Transferring \$5,000 from Postage to Maintenance Repair
9. Transferring \$8,000 from Advertising to Maintenance Repair
10. Transferring \$4,500 from Light/Power to Extension and Improvements

Section 2. This ordinance shall become effective ten (10) days after it adoption, in accordance with Sections 219 & 221 of the City of Reading Home Rule Charter.

Enacted: _____, 2011

President of Council

Attest:

City Clerk

(Business Analyst)

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

RESOLUTION NO. _____

CONSENTING TO TRANSFER AND SALE OF PENN'S COMMON COURT APARTMENTS TO LIHTC PRESERVATION PROPERTIES I, LP SUBJECT TO CITY OF READING'S LOAN AND ASSUMPTION OF SAME BY LIHTC PRESERVATION PROPERTIES I, LP

WHEREAS, in 1990, the City of Reading provided, through the Berks Community Action Program, Inc. funds (the "CITY Loan") to Penn's Common Court Associates ("Penn's Common") for the financing of the Penn's Common Court Apartments as affordable housing for low income households; and

WHEREAS, in furtherance of its nonprofit purposes, Housing Development Corporation MidAtlantic ("HDC") is working to preserve the Penn's Common Court Apartments as residential rental apartments for low income households, which Apartments will be made subject to new deed restrictions to assure continued use as affordable housing for thirty (30) to forty (40) additional years (the "Period of Affordability"), as such period shall be determined by the terms of new financing for the acquisition and preservation of the property (the "Acquisition and Rehabilitation Financing"); and

WHEREAS, HDC has formed LIHTC Preservation Properties I, LP ("LIHTC LP") to purchase, rehabilitate and operate the Penn's Common Court Apartments as affordable housing for low income families for the Period of Affordability,

NOW, THEREFORE, THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS FOLLOWS:

That the City of Reading hereby consents to the transfer and sale of the Penn's Common Court Apartments to LIHTC LP subject to the CITY Loan, and the assumption of the CITY Loan by LIHTC LP;

And **BE IT FURTHER RESOLVED**, that the CITY hereby consents to (i) the modification of the CITY Loan to extend the terms of maturity for periods coterminous with the Period of Affordability and (ii) the subordination of the liens of the CITY Loan to the liens of the Acquisition and Rehabilitation Financing in accordance with the requirements of such financing, and to such other terms and conditions for the assumption of the CITY Loan as set forth in the Loan Documents Assignment, Assumption and Modification Agreement and First Amendment to Mortgage and Note presented to this meeting;

And **BE IT FURTHER RESOLVED**, that the CITY hereby authorizes and directs its authorized representative or official to execute, in the name of the CITY, the Loan Document Assignment, Assumption and Modification Agreement and First Amendment to Mortgage and Note.

Council _____, 2011

Passed

Attest:

President of Council

City Clerk

Proof of Publication of Notice in Reading Eagle

Under Act No. 587, Approved May 16, 1929.

Commonwealth of Pennsylvania,
County of Berks

} ss:

Lynn Schittler, Assistant Secretary, READING EAGLE COMPANY, of the County and Commonwealth aforesaid, being duly sworn, deposes and says that the READING EAGLE established January 28, 1868 is a newspaper of general circulation published at 345 Penn Street, City of Reading County and State aforesaid, and that the printed notice or publication attached hereto is exactly the same as printed and published in the regular edition and issues of the said READING EAGLE on the following dates, viz.:

Reading Eagle

Friday, November 4, 2011, A.D.

Effective July 1, 2002 Reading Times Ceased Publication. The Reading Eagle will be a daily morning and Sunday edition.

Affiant further deposes that this person is duly authorized by READING EAGLE COMPANY, a corporation, publisher of said READING EAGLE, a newspaper of general circulation, to verify the foregoing statement under oath, and affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statements as to time, place, character of publication are true.

Copy of Notice of Publication

**Redevelopment
Authority of the
County of Lancaster
Lancaster County,
Pennsylvania**
**NOTICE OF
PUBLIC MEETING AND
PUBLIC HEARING**

Notice is hereby given that the Redevelopment Authority of the County of Lancaster, Lancaster County, Pennsylvania (the "Authority") has scheduled a public meeting and will hold a public hearing on Tuesday, November 22, 2011 at 4:30 p.m. in the Authority's Conference Room in the Authority's offices located at 202 North Prince Street, Suite 400, Lancaster, Pennsylvania 17603-1594 to discuss, and take comment with respect to, the financing of the following project with exempt facility bonds for qualified residential rental projects pursuant to Section 142(d) of the Internal Revenue Code of 1986, as amended (the "Code"):

LIHTC Preservation
Partners I, LP Project

**NAME OF APPLICANT,
INITIAL OWNER, AND
OPERATOR:**

LIHTC Preservation
Partners I, LP
c/o Housing
Development
Corporation MidAtlantic
439 East King Street
Lancaster, PA 17602

ADDRESS OF PROJECT:

Penn's Common Court
(46 units)
1040 Penn Street
Reading, PA 19602-1200
(City of Reading,
Berks County)

**TOTAL COST OF
PROJECT:** Not to exceed
\$25,000,000

**TOTAL AMOUNT OF
ISSUE:** Not to exceed
\$25,000,000

PROJECT DESCRIPTION:
Proceeds of the Bonds will be used to finance, among other things, (i) the acquisition and rehabilitation of the low-income residential rental housing project known as Penn's Common Court; (ii) the funding of capitalized interest on the Bonds; (iii) the funding of a debt service reserve fund; and (iv) the payment of a portion of the costs of issuance of the Bonds.

Members of the public are invited to attend the aforesaid public hearing and meeting. The attending public, on their own behalf or by attorney, are urged to provide information and make statements concerning the aforesaid project. Members of the public wishing to be heard will need to register at the hearing. Oral comments will be limited to not more than three minutes per speaker.

**BOND FINANCINGS OF
THE REDEVELOPMENT
AUTHORITY OF THE
COUNTY OF LANCASTER
ARE NOT OBLIGATIONS
OF THE COMMON-
WEALTH OF PENNSYLVANIA; THE COUNTY OF
LANCASTER, NOR OF ANY
CITY, BOROUGH, TOWN-
SHIP, OR OTHER POLITI-
CAL SUBDIVISION OF THE
COMMONWEALTH OF
PENNSYLVANIA.**

This Notice is published in accordance with the requirements of Section 147(f) of the Code.

**REDEVELOPMENT
AUTHORITY OF THE
COUNTY OF LANCASTER**

Lynn Schittler
Lynn Schittler

Sworn to and subscribed before me this 4th day of November, 2011

Theresa M. Sassaman
Notary

Statement of Advertising Costs

LANCASTER CO. - PUBLIC M

RAMIRO M CARBONELL ESQ.,
STEVENS AND LEE, 111 N. 6TH ST., PO BOX 679
READING, PA 19603

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
THERESA M. SASSAMAN, NOTARY PUBLIC
CITY OF READING, BERKS COUNTY
MY COMMISSION EXPIRES OCT. 23, 2014

To READING EAGLE, DR.:

For publishing the notice of publication attached hereto on the above stated dates	\$287.45
Probating same	\$10.00
Total	\$297.45

**RESOLUTION OF THE COUNCIL OF
THE CITY OF READING, PENNSYLVANIA**

WHEREAS, the Redevelopment Authority of the County of Lancaster (the “Authority”) is a public body corporate and politic organized and existing under the Urban Redevelopment Law, 35 P.S. 1701 *et seq.*, as amended and supplemented (the “Act”); and

WHEREAS, LIHTC Preservation Partners I, LP, a Pennsylvania limited partnership (the “Borrower”), has requested the assistance of the Authority in connection with the financing of a project (the “Project”) consisting of, among other things, (i) the acquisition and rehabilitation of the low income residential rental housing project known as Penn’s Common Court; (ii) the funding of capitalized interest on the Bonds (hereinafter defined); (iii) the funding of a debt service reserve fund; and (iv) the payment of a portion of the costs of issuance of the Bonds (hereinafter defined); and

WHEREAS, in order to finance the Project, the Borrower has requested the Authority to issue its Housing Revenue Bonds (LIHTC Preservation Partners I, LP Project), Series of 2011 in the principal amount of not to exceed \$25,000,000 (the “Bonds”); and

WHEREAS, the Council of the City of Reading, Pennsylvania (the “Council” when referring to the legislative body and the “City” when referring to the governmental unit governed thereby) approves the financing of the Project for the benefit of the Borrower and in accordance with the Act consents to the financing of Penn’s Common Court within the City; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), the Authority held a public hearing with respect to the Project on November 22, 2011 after publishing notice thereof in accordance with Regulations promulgated pursuant to the Code and the Authority has reported the results of such public hearing to the Council; and

WHEREAS, pursuant to Section 147(f) of the Code, the “applicable elected representative” of the governmental unit having jurisdiction over the area in which the Project is located must approve the issuance of the debt after a public hearing following reasonable public notice; and

WHEREAS, pursuant to the Code, the term “applicable elected representative” means, among other things, the elected legislative body of the governmental unit on behalf of which the Note is issued; and

WHEREAS, the Council is an “applicable elected representative” of the City within the meaning of the Code; and

WHEREAS, the Council desires to authorize and direct the Mayor, or in his absence, any member of Council to act on its behalf as such “applicable elected representative.”

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Reading,
as follows:

In connection with the financing of the Project by the Authority, the Council hereby declares it to be desirable for the health, safety and welfare of the people of the City in the area served by the Borrower to have the Project provided by, and financed through, the Authority within the City in accordance with the Act and the Code.

The Council hereby empowers, authorizes and directs the Mayor, or in his absence, any of its members, to execute and deliver an “approval of applicable representative” in the form attached hereto; provided, that, such approval shall be delivered only following a public hearing, which has followed reasonable public notice, with respect to the Project. The Council intends that this Resolution and the subsequent execution and delivery of the approval of “applicable elected representative” by the Mayor or any member of Council of this City shall constitute the “approval by a government unit” required by Section 147(f) of the Code.

The approval granted hereby shall not, in any way, pledge or obligate the credit or taxing power of the City, nor shall the City be liable for the payment of the principal of, or interest on, any obligations issued by the Authority.

This Resolution shall become effective immediately.

In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence or clause of this Resolution, it being the intent of this City that such remainder shall be and remain in full force and effect.

All resolutions or parts of resolutions inconsistent herewith are repealed.

DULY ADOPTED, THIS ____ DAY OF _____, 2011, BY THE COUNCIL
OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, IN LAWFUL
REGULAR SESSION DULY ASSEMBLED.

CITY OF READING
Berks County, Pennsylvania

(SEAL)

By: _____
Vaughn D. Spencer, President of Council

Attest: _____
Linda A. Kelleher CMC, City Clerk

EXHIBIT "A"

APPROVAL OF APPLICABLE ELECTED REPRESENTATIVE

I, the undersigned Mayor of the City of Reading, Pennsylvania (the "City"), hereby approve the following Project of the Redevelopment Authority of the County of Lancaster:

NAME OF APPLICANT:

LIHTC Preservation Partners I, LP
c/o Housing Development Corporation
MidAtlantic
439 East King Street
Lancaster, PA 17602

ADDRESS OF PROJECT:

Penn's Common Court
(46 units)
1040 Penn Street
Reading, PA 19602-1200
(City of Reading, Berks County)

TOTAL COST OF PROJECT:

Approximately \$25,000,000

MAXIMUM AGGREGATE FACE
AMOUNT OF DEBT TO BE ISSUED:

Not to exceed \$25,000,000

PROJECT DESCRIPTION:

The proceeds of the debt to be issued will be used to finance a project on behalf of the Applicant consisting of, among other things, (i) the acquisition and rehabilitation of the low income residential rental housing project known as Penn's Common Court; (ii) the funding of capitalized interest on the debt; (iii) the funding of a debt service reserve fund; and (iv) the payment of a portion of the costs of issuance of the debt.

The approval hereby granted is limited in operation and effect to the Internal Revenue Code of 1986, as amended, and the regulations promulgated with respect thereto, and shall not create any liability or obligation on the part of the City.

Date: _____, 2011

By _____
Thomas J. McMahon, Mayor

RESOLUTION NO. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS FOLLOWS:

Denying the appeal of the Certificate of Appropriateness and remanding the issue back to the Historical Architectural Review Board at their January 2012 meeting, as attached in the findings of fact, for the installation of composite replacement windows at 118 South 5th Street, Ed and Heather Hanna, owners.

Adopted by Council _____, 2011

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher, City Clerk

Appeal of Historic Architectural Review Board Certificate of Appropriateness

IN THE MATTER OF	§	BEFORE THE
	§	
BERKS COUNTY	§	CITY OF READING
	§	
ED & HEATHER HANNA	§	CITY COUNCIL
	§	
118 SOUTH 5 TH STREET	§	

FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER, AND AGREED RESOLUTION

On Monday, December 5, 2011 the City of Reading City Council (Council) met to hear testimony on the appeal of the decision made by the Historic Architectural Review Board (HARB) on the Certificate of Appropriateness for the installation of composite windows for the 2nd and 3rd floors of 118 South 5th Street, owned by Ed and Heather Hanna (Respondent). At their October 2011 meeting, HARB unanimously denied the issuance of a certificate of appropriateness that would allow the installation of the composite windows.

Findings of Fact

1. The Historic Architectural Review Board (HARB) is part of the City of Reading Codified Ordinances Chapter 4 Part 1 – Historic Districts. The HARB is a board of 9 duly qualified members.
2. The Respondent came to the Historic Preservation Specialist to apply for a permit for the project to install the composite windows and was advised that the project must be approved by HARB at their monthly business meeting.
3. The Respondent stated that she got late notice of the HARB Hearing when her project at 118 S 5th Street would be considered.

4. The Respondent appeared at the October 2011 HARB meeting and requested that the Board issue a Certificate of Appropriateness to allow the installation of composite windows at 118 South 5th Street.
5. The Respondent, after learning that the request for a certificate of appropriateness was denied, requested an appeal hearing before City Council.
6. City Council took testimony from the Respondent and the Historic Preservation Specialist at the hearing held on Monday, December 5, 2011.
7. The Respondent explained her process to obtain estimates to replace the damaged windows at the property and distributed photographs of the windows and the interior damaged caused by the windows.
8. The Respondent stated that none of the contractors could provide wooden replacement windows due to the large size of the windows and the inadequate quality of the wood available on the current market.
9. The Respondent testified that she was not informed of the need to provide samples, drawings or photographs of the composite windows at the October HARB Hearing and noted that she did not receive timely notice of the hearing date when her project would be considered.
10. Mr. Hodge, representing Anderson Windows, explained that using wood replacement windows at this property was not recommended due to the size of the windows and the poor wood quality available in today's market. He also noted that if wood was used, the windows would not be operational.
11. A member of Council reviewed the Guidelines from the Secretary of the Interior provided at the hearing and noted that windows made of composite material are not prohibited. The Historic Preservation Specialist agreed that composite materials are not prohibited by the Guidelines of the Secretary of the Interior and she noted that HARB never had an application for composite materials.
12. The Historic Preservation Specialist stated that HARB must make decisions as per the Guidelines of the Secretary of the Interior; however, she noted that Council can make their appeal decision based on the merits of the case.

Conclusions of Law

City Council, after considering all testimony and reviewing all Exhibits, remands this issue back to the HARB at their January 2012 hearing as all critical facts regarding the composite material windows were not available for HARB's consideration.

Order and Agreed Resolution

The City of Reading City Council hereby denies the appeal and remands this issue back to the HARB at their January 2012 hearing and orders that the photographs, drawings and sample window displayed at the December 5th appeal hearing be displayed to

HARB at the January hearing. Council further recommends that a representative from Anderson Windows be present to testify about this project.

Right to Appeal

If you disagree with the decision of City Council you may file an appeal with the Court of Common Pleas of Berks County within 30 days after notice of the decision has been made. Your failure to file the appeal within such 30 days shall preclude an appeal from such decision.

R E S O L U T I O N NO.____2011

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS
FOLLOWS:

Ratifying the Agreement between the City of Reading and The American
Federation of State and Municipal Employees (AFSCME), Local 2763
effective January 1, 2012 and expiring December 31, 2016.

Adopted by Council_____, 2011

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher CMC
City Clerk

2012 – 2016

AGREEMENT

BETWEEN

THE CITY OF READING, PENNSYLVANIA

AND

THE AMERICAN FEDERATION OF STATE,

AND

MUNICIPAL EMPLOYEES,

LOCAL 2763

	INDEX	<u>PAGE:</u>
	Preamble	3
Article 1	Recognition	4
Article 2	Union Security	5
Article 3	Dues Deduction	6
Article 4	Holidays	7
Article 5	Vacations	8
Article 6	Hours of Work – Overtime	12
Article 7	Call Time & Reporting Time	17
Article 8	Stand-By Time	18
Article 9	Life Insurance	19
Article 10	Wages	20
Article 11	Hospital, Medical & Dental Insurance	22
Article 12	Rest Periods & Meal Periods	25
Article 13	Leave of Absence	26
Article 14	Funeral Leave	27
Article 15	Jury or Witness Duty	28
Article 16	Military Leave	29
Article 17	Childbirth/Child Rearing Leave	30
Article 18	Sick Leave	32
Article 19	Seniority	38
Article 20	Discharge, Demotion, Suspension & Discipline	41
Article 21	Grievance Procedure	42
Article 22	Injury on Duty	44
Article 23	Uniform Allowance, Protective Equipment & Tool Allowance	45
Article 24	General Provisions	46
Article 25	Past Practice	51
Article 26	Management Clause	52
Article 27	No Strike - No Lockout	53
Article 28	Special Provisions Relative to Central Records Personnel	54
Article 29	Duration of Contract	55
Article 30	Political Action Contribution	56
Article 31	Savings Clause	57
Article 32	Operator Certification	58
Article 33	Employee Parking	60
Article 34	Pension	61
	Authorized Signatures & Attest	62
	Exhibit A - Central Records Shifts	63
	Exhibit B – Life Partner Agreement	64
	Exhibit C – Health Benefit Options	66
	Exhibit D – Rank and File Wage Scale	67
	Exhibit E – Professional Wage Scale	69

PREAMBLE

This Agreement entered into by the City of Reading, Berks County, Pennsylvania, hereinafter referred to as "Employer", and the American Federation of State, County and Municipal Employees, AFL-CIO, and its District Council 88, Local 2763, **established per PERA #R-3678-C**, hereinafter referred to as "Union" has as its purpose the promotion of harmonious relations and cooperation among the Employer, the Union, and each employee to the end that honest, efficient and economical service will be rendered to the public; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment for the employees in this bargaining unit.

ARTICLE 1 - RECOGNITION

Section 1. The Union is recognized by the Employer as the exclusive representative for collective bargaining purposes under Act 195 for all full-time and professional and nonprofessional non-uniformed employees, excluding confidential employees, seasonal employees, casual employees, supervisors, management level employees, school crossing guards and guards as defined in the Act.

Section 2. Except as expressly provide otherwise in a specific provision of this Agreement, the term "Employee" as used in this Agreement shall mean a full-time employee. A full-time employee is one who regularly works at least 35 hours per week. **A part-time employee is defined as an employee working less than thirty-five (35) hours per week.**

Section 3. The City and the Union agree that the following professional positions exist in this bargaining unit:

Community Development Specialist I
Community Development Specialist II
Community Development Specialist III
Community Development Specialist III/Historic Preservation Specialist
Fiscal Officer
Accountant
Librarian I
Librarian II
Librarian III
Municipal Professional
Planner I
Planner II
Planner III
Revenue **Accountant**

ARTICLE 2 - UNION SECURITY

Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date, shall maintain his membership in the Union, provided that such employee may resign from the Union during a period of fifteen (15) days prior to the expiration of this Agreement.

The Union and the Employer agree that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents, or members against any employee who refused to join the Union or to authorize dues deductions.

The City and the Union agree that all non-members of the Union shall be subject to a fair share fee as provided by applicable State law.

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 3 - DUES DEDUCTION

Section 1. The Employer agrees to deduct the Union dues from the pay of those employees who individually authorize in writing that such deductions be made; said authorization shall be irrevocable by the Employee during the term of this agreement, except for a time period consisting of fifteen (15) days prior to the expiration of the then current contract. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted within the thirty (30) days, except under extenuating circumstances, together with an itemized statement and a list bearing thereon the name of the employees for whom the deductions are made to the Business Manager, District Council 88.

Section 2. The Union hereby certifies that its present amount of membership dues are established. In the event the amount of dues is hereinafter changed, such changes shall be provided in writing to the Employer thirty (30) days prior to any change in dues deductions.

Section 3. The Employer further agrees to deduct a fair share fee **in equal installments based on the number of payrolls per calendar year** from all employees in the bargaining unit who are not members of the Union. Authorization from non-members to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made.

Section 4. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 4 - HOLIDAYS

Section 1. The following days shall be recognized as paid holidays:

New Year's Day
Martin Luther King's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Section 2. Monday shall be recognized as the holiday for all holidays that occur on Sunday, and Friday for all holidays that occur on Saturday.

Section 3. If an employee is called upon to and does work on any of the holidays set forth in Section 1 of this Article, he shall be paid as provided in Article 6.

Section 4. Any employee who is absent without paid leave or reasonable excuse, either the workday before or after a holiday will forfeit the holiday pay.

Section 5. Established holidays may be changed only by mutual agreement.

Section 6. The holiday observance shall be those established by Federal observance.

Section 7. Each employee shall be granted two (2) personal days. Employees may not use personal days unless approved by the supervisor if the day is either one week before or one week after a holiday.

Section 8. To the extent that the provisions of this Article conflict with the provisions of Article 28 which applies solely to certain members of the bargaining unit who have been assigned to the Department of Police, the provisions of Article 28 shall control rather than the provisions of this Article.

ARTICLE 5 - VACATIONS

Section 1. Employees **hired prior to 1/1/12**, shall earn vacation leave according to the following schedule:

- a. 5/12 of a day a month for the first year of service.
- b. For the second year to the eighth year of service - two weeks or ten (10) work days.
- c. After eight (8) years of service - three weeks or fifteen (15) work days.
- d. After fourteen (14) years of service - four weeks or twenty (20) work days.
- e. After twenty (20) years of service - five weeks or twenty-five (25) work days.
- f. After twenty-five (25) years of service – six weeks or thirty (30) work days.

Employees hired on or after January 1, 2012, shall earn vacation leave according to the following schedule:

- a) After one (1) year of service – 5 days**
- b) After five (5) years of service – 10 days**
- c) After ten (10) years of service – 15 days**
- d) After fifteen (15) years of service – 20 days**

Section 2. Years of service shall be defined to mean:

The anniversary year in which the individual shall have completed the specified number of years. The years of service shall be computed from the first day of the anniversary year following the completion of the specified number of years within each category.

"Years of service" shall mean all years of continuous service since the last date of hire as a City employee. All employees in the rank and file unit prior to 3/1/05 will carry all City seniority as bargaining union seniority. Those employees on C.E.T.A. status shall also be granted full bargaining unit seniority for time worked under that program. All employees transferred into the bargaining unit on or after 3/1/05 will not have prior service credited toward bargaining unit seniority. However, employees moving into the bargaining unit from the first level supervisory unit may have their first level supervisory unit time approved by the rank and file local on a case by case basis.

Section 3. All vacation leave will be subject to the following conditions:

- a. No employee shall receive vacation leave in excess of the amount accruing.
- b. Vacation leave is not intended to be accumulated.
- c. Vacation leave must be taken in blocks or not less than five (5) days and at time approved by the Department Head; however, a total of fifty percent (50%) of vacation leave may be taken in one or more day groupings. Employees with less than ten (10) days vacation time accrued may take vacation in one or more day groupings as approved by the Department Head.
- d. Vacation preference requests to be effective after March 1, of each year must be submitted by February 15, of the same year. An employee who has not expressed his preference for vacation time prior to February 15 shall have a vacation time scheduled by his Division Manager. If the employee thereafter expresses a preference for a different vacation time, his vacation time may be re-scheduled so as not to interfere with production requirements or the vacation schedule of other employees in the division.
- e. In scheduling vacation for the month of January and February, the employee will be given preference according to seniority, and must request vacation by December 1, of the preceding year.

- f. Vacation preference shall be granted to employees with the greatest seniority in the division, subject, however, to the work needs of the City, which shall control all vacation scheduling. Vacation time earned shall not be restricted to any particular month or period in the year.

Vacation scheduling shall as nearly as possible, in keeping with the needs of the Employer, be balanced equally throughout the year by dividing the division's total vacation liability by fifty-two (52) weeks.

- g. Vacation leave shall be earned by and granted only to permanent full-time employees.
- h. **For employees hired on or before 12/31/11, no vacation shall be taken during an employee's first six (6) months of employment. For employees hired on or after 1/1/12, no vacation shall be taken during an employee's first twelve (12) months of employment.**
- i. On termination of employment an employee shall receive a pro rata vacation leave in the category set out above as of the date of termination, except that on retirement there shall be no pro rating.
- j. Consideration may be given for emergency vacation requests.
- k. An employee who becomes ill and is hospitalized during his/her vacation may change his/her absence to sick leave provided that he/she furnishes a physician's certificate to the Employer.

Section 4. If a holiday occurs during the calendar week in which a vacation is taken by an employee, at the option of the employee, the vacation may be extended by one (1) additional day or the employee may take one day as a personal holiday on a date mutually agreed upon between the employee and his/her supervisor.

Section 5. To the extent that the provisions of this Article conflict with the provisions of Article 28 which applies solely to certain members of the bargaining unit who have been assigned to the Department of Police, the provisions of Article 28 shall control rather than the provisions of this Article.

Section 6. All vacation must be scheduled in accordance with Section 3 above and must be taken during the calendar year; provided, that if an employee is prevented by the Employer from taking their scheduled vacation in either the months of November or December due to an emergency, then said employee may reschedule their vacation at a mutually convenient time for the Employee and said vacation may be carried over into the following year. Any carry-over for vacation under this section shall be in writing approved by **Managing** Director.

For purposes of this section alone, emergencies shall mean a cause or event which affects the employer's operation and causes the employer in its sole discretion to cancel the employee's vacation. It specifically does not include any cause or reason in the employee's personal life, whereby the employee is attempting to reschedule their vacation for any reason whatsoever.

ARTICLE 6 - HOURS OF WORK - OVERTIME

Section 1. The total number of hours of employment shall remain as at present except that as of July 1, 1974, employees working in the same office shall work the same number of hours, which number of hours shall be the greater of the hours worked by persons in that office, and any employees doing the same work outside of City Hall shall work the same number of hours, which number of hours shall be the greater of the hours worked by persons outside of City Hall. As far as practical, this work day shall conform with the established hours of business. This conformity shall not interfere with the special schedules governing departments operating more than eight (8) hours in each calendar day. Nor shall this provision for an eight (8) hour day be construed as prohibiting the creation of part-time employment or the establishment of rotative, staggered or shortened work periods.

Section 2. Except in seven-day a week City operations, the normal work week shall be for full-time employees Monday thru Friday, forty (40) hours, modified as above. However, nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per week.

Section 3. One and one-half times the employees regular hourly rate of pay shall be paid for work under any of the following conditions:

- a. For any work performed in excess of eight (8) hours in any work day.
- b. For any work performed in excess of forty (40) hours in any work week.
- c. For any work performed on Saturday except in the case of employees who regularly work in operations which function seven (7) days a week.

Section 4. One and **one-half** the employees regular hourly rate of pay shall be paid for any work performed on Sunday, unless that day be part of the employees regular scheduled work week. Effective January 1, 1998, said rate shall also be paid for all consecutive hours worked beyond sixteen (16).

Section 5. Employees working on a holiday shall receive one and **one-half** the employees regular hourly rate for the first (8) eight hours worked plus the holiday pay. Any hours worked in excess of eight (8) hours on a holiday shall be paid at one and three quarters the employees regular hourly rate.

Section 6. All overtime previously paid at double time will be paid at one and **one-half** the employees hourly rate, except for the following holidays:

The Employer shall pay double time for time worked on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Section 7. Payment for overtime is to be made on the first pay period following the pay period in which the overtime is worked.

Section 8. Overtime shall be equalized within a division by classification provided the employee is qualified and capable of performing the overtime work. Employees who wish to work overtime shall sign an availability list. Overtime shall be offered to the most senior qualified employee who has the least number of overtime hours accumulated. Posted availability lists shall be open for deletions or additions the last five (5) working days of each month.

The Supervisor shall make a reasonable attempt to contact an employee on the overtime availability list. If the Supervisor is unable to contact the employee and a household member or answering machine is available, the Supervisor will leave a message with the household member or on the answering machine regarding the availability of overtime. Once said message is left with the employee's household member or on the employee's answering machine it shall become the duty of the employee to contact the Supervisor prior to the Supervisor making contact with the next available person on the overtime list. Any employee who could not be contacted or refused overtime shall be charged with the number of hours worked.

Any employee entering a Division or moving from the unavailable to the available list shall assume the average number of overtime hours for his/her classification within that Division. Any employee on approved leave shall assume the average of overtime hours worked in that period.

Hours of work on a holiday shall not be construed for equalization of overtime.

If all of the employees within the classification on the availability list after having been canvassed, refuse to report for the overtime work then the employer shall call in said employees with the least number of charged overtime hours and these employees shall be compelled to work. However, in any emergency, the City may deny employees the right to refuse overtime.

The City agrees to post amended lists of overtime hours on a monthly basis.

Section 9. Overtime or duplicate pay of any kind shall not be pyramided.

Section 10. In any seven day operation, where an employee works a sixth consecutive day, he shall be paid time and one-half for that day and double time on the seventh consecutive day.

Section 11. In the event an employee requests compensatory time in lieu of payment for any of the above mentioned hours of work, compensatory time shall be given on a straight hour for hour basis; except that in cases over eight hours in any one day or forty hours in one week such compensatory time will be given at the rate of one and one-half hours for each hour worked over said limitations. Any compensatory time shall be scheduled with the approval of the applicable Division head and shall be in writing and shall be scheduled so as not to interfere with Division operations. However, any employees right to request compensatory time shall be limited to compliance with the Fair Labor Standards Act.

Section 12. Notwithstanding any of the preceding sections the parties agree that with regard to the employees involved at the Sewage Treatment Plant and the Pumping Station located at 6th & Canal Streets the following provisions shall prevail:

- a. The work scheduled for those employees and job locations shall be as found in Exhibit "B" attached hereto and made a part hereof and incorporated herein by reference.
- b. Both the employer and the Union agree that the adoption of the staggered work schedule as shown in Exhibit "B" will result in a work week that does not constitute the normal work week described in Section 2, Article 6 of the original Agreement between the parties and that therefore, the provisions of Article 6 would normally prevail. However, it is the agreement of the parties that employees will now be required to work Saturdays and Sundays at certain times during said schedule and that it is not the intention of the parties that Article 6, as it is presently worded, should govern those employees and that this Section shall govern those employees rather than Article 6.

- c. Parties specifically agree that Section 3, sub-section b and c shall not apply to this schedule; however, that Section 3a shall still be applicable in that any work performed in excess of eight (8) hours in any work days shall be treated as overtime and shall be paid one and one-half (1 1/2) times the employees regular hourly rate of pay.
- d. Both the City and the Employee agree that in the event any work is performed on a Saturday and Sunday that shall not be treated as overtime except to the extent that the employee had been scheduled to be off that particular day and has been required to work by a directive of the supervisor, in which event it shall be considered as overtime pursuant to Article 6.
- e. Both parties acknowledge and agree that Section 9 of Article 6 shall not be applicable to employees working the schedule adopted herein.

Section 13. The parties agree the employees in the following Division's work week will consist of forty (40) hours:

Health & Codes Office
Division of Traffic Engineering
Radio Dispatchers and Complaint Clerks, Police Department

Section 14. Employees occupying professional positions are salaried and shall not receive monetary reimbursement for overtime and Sections 3, 4, 5, 6 and 9 of this Article shall not be applicable to the professional positions within the bargaining unit. Instead, compensatory time in compliance with the Fair Labor Standards Act shall be given for such time worked as is described in this Article, Sections 3, 4, 5, 6 and 9 and any other such provisions which may be in this Agreement. Such compensatory time shall be scheduled with approval of the applicable Division Head and shall not interfere with Division operations.

Section 15. Only hours actually worked, paid vacation leave, paid holidays, paid personal days, paid bereavement leave, and paid jury duty leave shall be counted toward the computation of overtime. Paid sick leave, paid compensatory time, and other paid leaves shall not count toward the computation of overtime.

Section 16. Overtime shall be rounded to the nearest tenth of an hour instead of to the highest quarter.

ARTICLE 7 - CALL TIME & REPORTING TIME

Section 1. Employees called into work outside of his/her regular work shift shall be guaranteed a minimum of two (2) hours of pay at the appropriate hourly rate. Said employee shall not be required to remain for the full two (2) hours if the employee has completed the tasks for which the employee is called in. If said employee is called back within the two (2) hours, the employee shall receive no additional call out time.

Section 2. An employee reporting to work at his/her regularly scheduled shift and sent home to return at a later time on the same day shall receive two (2) hours pay at the employee's regular rate but not to be computed in overtime unless actually worked.

Section 3. This Article shall not apply to professional employees.

ARTICLE 8 - STAND-BY TIME/CELL PHONE/ ELECTRONIC BEEPER TIME

When the employer for any reason requires any employee to be on stand-by time, at his home, the request shall be in writing to the employee. The employee shall receive one-quarter (1/4) of his regular hourly rate of pay for all stand-by hours.

Employer agrees that stand-by time shall be equalized among employees in the same manner as overtime.

For purpose of this Article alone Employer and Union agree that to the extent that any employee is given an electronic beeper or other device to enable Employer to contact Employees that employee shall be entitled to a flat payment of \$ 14.00 per day on account of having electronic beeper; provided however that if employee is called to work he shall be entitled to compensation in accordance with overtime and call time sections of this contract.

For purposes of this Article any employee given an electronic beeper or other device shall only be entitled to the \$ 14.00 per day flat payment and shall not be considered to be on stand-by time.

City cell phones shall be provided to employee's carrying the beeper for City business.

This Article shall not apply to professional employees.

ARTICLE 9 - LIFE INSURANCE

Section 1. The employer shall provide for each employee group life insurance, with accidental death and dismemberment benefits in the amount of **\$25,000.00.**

ARTICLE 10 – WAGES

Section 1. Wage increases shall be as follows:

- Effective 1/1/2012 – zero (0) percent wage increase
- Effective 1/1/2013 – zero (0) percent wage increase
- Effective 1/1/2014 – zero (0) percent wage increase
- Effective 1/1/2015 – two (2) percent wage increase
- Effective 1/1/2016 – two (2) percent wage increase

The City agrees to **continue** a three (3) tier progression for the position of Tradesman and Trades Inspector, the first step being the base salary and the second step being the journeyman and the third step being the master. Anyone obtaining a journeyman's license shall receive an additional \$1.00 per hour over the base salary of the Tradesman or Trades Inspector, and anyone reaching the third step of Master shall receive an additional \$1.00 per hour over the salary of journeyman provided that the only persons entitled to these additional payments shall be those persons where their job description requires them to be licensed.

Employees who are currently eligible and receiving longevity pay shall have their longevity pay frozen at the current rate for the duration of the Act 47 plan. Longevity pay shall not be available or provided to employees hired after January 1, 2012.

In accordance with preceding paragraph, seniority steps for employees hired on or before 12/31/11 are as follows:

Step A	0 to 6 months of employment
Step B	6 months to 5 years
Step C	after completion of 6 years
Step D	after completion of 11 years
Step E	after completion of 16 years
Step F	after completion of 21 years
Step G	after completion of 26 years
Step H	after completion of 31 years
Step I	after completion of 36 years

Section 2. It is understood and agreed by and between the parties hereto that variations in pay and hours of work shall not be the subject of any grievance or charge of discrimination.

Section 3. There shall be a shift differential payment whereby any employee assigned to the second shift shall be paid the additional sum of \$.30 per hour as shift differential and any employee assigned to the third shift shall be paid the additional sum of \$.35 per hour. Effective 1/1/11, any employee assigned to the 2nd shift shall be paid the additional sum of \$.40 per hour and any employee assigned to the 3rd shift shall be paid the additional sum of \$.50 per hour. Any employee who works two (2) hours or more in a single shift and continues to work two (2) hours or more into a shift with a higher differential shall receive the higher shift differential for all hours worked in the shift with the higher differential. In order to qualify for shift differential the employee must be assigned to either the second or third shift and this payment will not apply to any employee working overtime beyond the first shifts normal termination point.

This section does not apply to professional employees.

Section 4. The City shall pay professional employees longevity increments in accordance with Bills #188-90, #4- 91, #47-91, #4-92 and #70-92 **except that for the duration of the Act 47 plan longevity will be frozen at the current rate.**

Section 5. There shall be direct deposit of paychecks for all employees hired after the execution of the date of this Agreement and for current employees who request direct deposit.

Section 6. Paychecks shall be provided in **sealed** envelopes.

ARTICLE 11 - HOSPITAL, MEDICAL AND DENTAL INSURANCE

Section 1. Effective January 1, 2010, the City will offer three (3) insurance plans which includes prescription, to employees from which the employee may select the coverage they desire. Specific plans are incorporated into Exhibit C.

Section 2. The City shall pay the following allotment towards health and prescription coverage. The employee will be responsible for the remaining balance.

	2012	2013	2014	2015	2016
SINGLE	\$ 473	\$ 497	\$ 521	\$ 548	\$ 575
DUAL	\$ 960	\$ 1,008	\$ 1,058	\$ 1,111	\$ 1,167
FAMILY	\$ 1,408	\$ 1,479	\$ 1,553	\$ 1,631	\$ 1,712

Section 3. Employees will have the option of selecting dental (with perio) and vision coverage at the additional cost as determined by the plan.

Section 4. The Employer shall have the right at any time to change or substitute carriers to provide any benefits set forth in this Agreement so long as the benefits are substantially similar. In determining whether the benefits and Plan are “substantially similar,” consideration shall be given to the similarity and benefits provided, out-of-pocket expenditures for members, the provider network and facilities, and the Bargaining Unit’s utilization of the Plan. The Employer shall have no duty to offer a plan which is unavailable to the Employer. Before making any healthcare or insurance plan benefits changes, (1) the Employer shall provide the Union at least thirty (30) days advance notice and the opportunity to review the carrier and benefits, and (2) the Employer shall provide the Union with information, including the description of the benefits, premium co-payments, plan deductibles and plan co-payments.

Section 5. All employees are hereby required to comply with the rules and regulations of the Employer with regard to precertification. Effective January 1, 1988 any employee who fails to comply with precertification in accordance with the aforesaid rules and regulations shall be subjected to a 20% penalty whereby said employees shall be responsible for 20% of any costs.

Section 6. For employees who retire after January 1, 2008, the City shall provide and pay for the same medical benefits and prescription (excluding dental) on the same terms it supplies to current employees under the following conditions:

- a. The employee must qualify for either a full pension or a disability pension under the City pension Ordinances.
- b. Only the employee and the employee's spouse shall be eligible for coverage so long as they remain as a spouse.
- c. The benefits shall not be provided for employees who are eligible for coverage substantially similar and at no greater premium contribution under the group medical insurance plan of another employer or a spouse's employer or who subsequently become eligible under another plan.
- d. The benefits shall cease when the employee attains sixty-five of age and qualifies for Medicare and/or Medicaid coverage.
- e. Upon the death of the retired employee, the employer shall not be required to continue any coverage for surviving spouse.
- g. During the period of coverage, the City may require proof of eligibility for the above benefits.

There shall be no post retirement medical and prescription benefits provided to any employee hired on or after 1/1/12.

Section 7. Employee contributions for medical benefits will continue into retirement for employees retiring **prior to December 31, 2011, except that those employees retiring on or after January 1, 2012, shall have the City allotment towards their health care capped at the amount paid upon their retirement. Said retirees shall bear the increases of any healthcare thereafter.**

Section 8. The City shall perform an audit of eligible employees/retirees and their dependent(s) to assure only eligible employees/retirees and dependent(s) are covered under the City's insurance plans.

Section 9. The City will pay for one full month of medical coverage for spouse of deceased.

Section 10. Employees are required to complete a health risk assessment with the City's wellness program by July 1st of each calendar year. Those who do not comply will receive a 25% increase in their payroll co-pay premiums. Health risk assessment results are compliant with HIPAA regulations.

ARTICLE 12 - REST PERIODS & MEAL PERIODS

Section 1. All employees schedules shall provide for a ten minute rest period during each one-half work shift. The rest period shall be scheduled whenever possible at the middle of such one-half shift.

Section 2. All employees shall be granted a lunch period during the third to fifth hours of their work day which lunch period shall be unpaid except for 24 hour operations.

Section 3. An employee who has worked sixteen (16) hours or more consecutively shall have the option of an eight (8) hour rest period, except in the case where an employee's services are required to meet an emergency.

ARTICLE 13 - LEAVE OF ABSENCE

1. Employer will permit a leave of absence not to exceed forty-five (45) calendar days without pay in cases where required by disability and other circumstances; the decision to grant the leave of absence shall be made by the **Managing Director and** department head upon application by the Employee. The department head's decision to grant or deny a leave of absence or a decision with regard to the length of time granted up to forty-five (45) days shall be arbitrable by the Union.
2. For any leave of absence beyond the initial forty-five (45) day period employees shall have the right to make said requests to the **Managing Director and their** department head and the **Managing Director and their** department head shall have the right to grant such requests for additional leave of absences as the **Managing Director and their** department head in **their** sole discretion determines to be appropriate. The decision of the **Managing Director and their** department head to grant or deny any additional leave of absences following the initial forty-five (45) day period shall be non-arbitrable. Notwithstanding this matter is not subject to arbitration the Union shall have the right to meet with the **Managing Director and their** department head for purposes of discussing **their** decision and supplying **them** with any additional information they feel relevant.
3. Employees desiring a leave of absence shall pick up the necessary forms in the Human Resources Office and after preparing the request, return the request to the Human Resources Office which request in its completed form must be submitted to the Human Resources Office not later than five (5) days before the leave requested is to begin.
4. The requests shall be answered by the **Managing Director and their** department head within five (5) days.
5. Employee shall continue to accrue seniority while on such leave of absence. No other benefits shall be received or accrued by an employee during such leave of absence, except as provided in Article 11.
6. In the event that leave under this Article qualifies as leave authorized as Family Medical Leave, leave under this Article shall be taken concurrently with any available FMLA leave.

ARTICLE 14 - FUNERAL LEAVE

Employees shall receive leave with pay in the event of a death in the family as follows:

In the case of spouse, parents, children, brother, sister, grandparents, grandchild or step-child living in the household, father-in-law, mother-in-law, step-father, step-mother, life partner*, from the day of death to day after funeral, for a maximum of four (4) days.

In the case of the death of brother-in-law, sister-in-law, step-child not living in the household, aunt or uncle, **step-brother, step-sister, aunt and uncle of spouse, and great grandparents, for one (1) day before and one (1) day of the funeral.**

*Employee must complete a life partner application (showing one (1) item of proof) with the Human Resources Office by January of each year to be eligible for this paid leave. (SEE EXHIBIT C)

ARTICLE 15 - JURY OR WITNESS DUTY

An employee called to serve as a juror or sub-poenaed in court proceedings as a witness in any case other than one in which he/she is a party, will be excused from work and shall for that time be paid the difference, if any, between the compensation received as a juror or witness and his/her regular wages.

ARTICLE 16 - MILITARY LEAVE

Section 1. Employees who are required to report for active duty shall be granted a military leave of absence subject to applicable Federal and State legislation.

Section 2. Employees who report for annual military training shall have such time, for a maximum of fifteen (15) days per year. Employees shall be paid for such time the difference, if any, between what they receive in any way as military compensation and their regular pay.

ARTICLE 17 – CHILDBIRTH/CHILD REARING LEAVE

Section 1. An employee who has become a parent by natural birth may apply for unpaid leave for the purpose of child care. The child care leave shall not exceed a period of six (6) consecutive calendar months which six (6) month period shall begin upon the first day of leave.

Section 2. The employee shall give written notice of the desire to take such leave at such time as the pregnancy has been definitely determined and submit a written application to his/her supervisor for such leave by the end of the fifth month of pregnancy but in no event less than one month prior to the beginning of the requested leave. Such notice shall be accompanied by a physician's certificate setting forth the date of the expected birth if the leave is to begin heretofore. Failure to make application as here provided shall be the basis for termination of employee status.

In no case shall the employee be required to take leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position.

While on leave, the employee's duties shall be performed by remaining staff and the position be kept vacant or they shall be performed by a substitute employee.

Section 3. An employee who adopts a child under the age of six (6) years may apply for an unpaid leave of up to six (6) calendar months which shall begin when the child is physically turned over to the employee or on a date reasonably in advance thereof as may be agreed by the Employer and employee. The employee shall give notice of the desire to take such leave as soon as the employee knows that the child intended to be adopted will be acquired.

Section 4. Application for return to employment shall be made to the **Human Resources Manager** at least two (2) weeks prior to the end of the leave and in the case of a mother with a newborn child shall be accompanied by a physician's certificate that the employee at the termination of the leave will be fully capable of carrying out her duties.

Section 5. An employee on unpaid child rearing leave shall not accrue sick leave days during such leave.

Section 6. Employee has the right to return to the same position in the same classification he/she held before going on child rearing leave, or to an equivalent position with regard to pay and skill and seniority.

Section 7. Employee shall continue to accrue seniority while on such leave. No other benefits shall be received or accrued by an employee during such leave of absence, except as provided in Article 11.

Section 8. An employee **shall** use accrued sick leave as well as accrued vacation leave for the period that she is unable to work as certified by a physician. All other periods of leave related to childbirth leave shall be leave without pay. Unused leave shall be carried over until her return.

Section 9. Employees who have been granted a child rearing leave shall be allowed to return to work part-time during said child rearing leave subject to the six (6) month limitation set forth in Section 1 of this Article.

Section 10. In the event that leave under this Article qualifies as leave authorized as Family Medical Leave, leave under this Article shall be taken concurrently with any available FMLA leave.

ARTICLE 18 - SICK LEAVE

Section 1. Each employee in this unit may use a total of three (3) sick leave days per year for illness or injury to a family member. Otherwise, sick leave is granted for illness and injury and payment of sick leave is restricted to that.

Section 2. Employees shall be allowed twelve (12) sick leave days per year which shall be accumulated at the rate of one (1) day per working month. However, no sick leave shall be accumulated unless an employee works at least half the days during the month, when an employee is on sick leave.

Section 3. Any employee using sick leave shall report by telephone or messenger to his/her supervisor not less than one-half hour before the scheduled starting time for that days work. Any employee working in a 24-hour operation using sick leave shall report by telephone or messenger to his/her supervisor not less than two (2) hours before the scheduled starting time for that days work.

Section 4. Each employee shall receive sick leave from his/her first day of sickness.

Section 5. It shall be the prerogative of the **Human Resources Office** to require an employee to provide a physician's certificate in any instance where sick leave has been used and the possibility of abuse or improper use is suspected. Such certificate shall state that the employee has been examined, that the employee is unfit to work and the probable date at which the employee will be able to return to work. The Division Head may also require that an employee returning from sick leave supply a physician's certificate that the employee is sufficiently recovered from the illness which caused the absence to return to work.

The City shall establish a sick leave policy that gives management the discretion to impose sanctions to control sick leave use. The City will meet and discuss the creation of said policy with the Union, however, the final policy is at the discretion of the City.

Section 6. Employees shall be required to provide a physician's certificate for three (3) or more consecutive days of absence.

Section 7. The City can discipline **up to and including termination** immediately for violation of Section 5 and/or Section 6 of this Article.

Section 8. Employees shall earn sick leave from his date of hire, however, no sick leave shall be granted during an employees probationary period except for inpatient hospitalization.

Section 9. An employee shall not be entitled to sick leave when the injury or illness is attributable to employment outside the City service.

Section 10. Employee shall accrue unused sick leave from year to year with a maximum accumulation of sixty (60) days.

Section 11. The sick leave pool shall work in accordance with the following regulations:

- a. In addition to the sick leave which each employee accrues individually, the Employer agrees to contribute to the sick leave pool, sick leave days at the rate of one day per month per employee in the same manner and according to the same provisions that sick leave is accumulated by the employees individually. In no event shall the total contribution by the Employer per employee exceed twelve (12) in one year; however, said total may be less than that for an individual employee who has not qualified for a maximum of twelve (12) in any one year.
- b. No employee shall be allowed to draw from the sick leave pool unless they have accumulated 30 sick leave days as of the time of the on set of their illness or injury.
- c. No employee shall be eligible to utilize sick leave from the pool unless that employee has an extended illness and has exhausted his or her sick leave; provided however that no employee shall be eligible for the sick leave pool until such time as the employee has utilized all of his/her accumulated sick leave days.

- d. Any employee desiring to utilize sick leave from the pool shall have satisfactory evidence demonstrating that their illness or injury is such that it will continue for an extended period. In order to qualify as an extended period of illness or injury, the employee shall be required to submit a medical opinion in form and manner satisfactory to the employer that in the opinion of a physician the employee's illness or injury will totally incapacitate Said employee for a period of not less than 30 days after the date that the employee has expended his/her accumulated sick leave. In the event that an employee submits a report by a physician and the City would question the validity or the conclusion of the physician, the City shall have the right to have the matter reviewed by the City Health Officer. In the event of a dispute between the opinion of the attending physician and that of the City Health Officer, those two doctors shall refer the matter to a third physician mutually agreeable to the two physicians and the opinion of the third physician shall be binding on both parties. The fee for any report or examination from the third physician shall be borne equally by both parties.
- e. Any employee who has been approved for utilization of sick leave from the sick pool shall only be entitled to draw from said sick leave pool for a maximum of seven (7) calendar months.
- f. Any employee who is approved for utilization of the sick leave from the pool shall, as a condition of continued participation in the pool, submit a statement from his attending physician every two weeks indicating that the total disability is continuing as of that date.
- g. In the event that the illness or disability which qualifies an employee for entrance into the sick leave pool program was caused by the actions or conduct of a third party and the employee as a result of litigation, a claim or settlement with said third party is reimbursed for lost wages on account of the actions of said third party, the employee shall be responsible to reimburse the City for monies paid by the City as a result of the employee's participation in the sick pool program.

- h. Both parties agree that the application for the right to utilize sick leave days from the pool shall be made by the employee on a written form, which form shall be signed by both the employee and the Union and no employee shall have the right for admission into the sick leave pool program without the approval of the Union. City agrees to provide both the Union and the employee with a copy of its decision on any application for utilization of the sick leave pool.
- i. An employee with five years seniority who has accumulated a minimum of thirty (30) sick leave days or more who then experiences an illness of sixteen working days or more will be eligible to accrue sick leave at the rate of 2-1/2 days per month for the total number of months it would take them to reach a thirty (30) day accumulation. The total number of months during which the employee may accumulate at the rate of 2-1/2 days per month rate shall be as set forth in the schedule below. During the number of months that the employee would be entitled to accumulate at the 2-1/2 day rate, any absences shall be subtracted from the days being-accumulated. At the end of the period of months during which the employee is entitled to accumulate at the rate of 2-1/2 days per month, the employee would then revert back to the one day a month as set forth in Section 2 above.

SCHEDULE

BALANCE OF SICK DAYS REMAINING	NUMBER OF MONTHS ELIGIBLE TO ACCUMULATE 2-1/2 PER MONTH
29	1
28	1
27	1
26	2
25	2
24	2
23	3
22	3
21	4
20	4
19	4
18	5

17	5
16	5
15	6
14	6
13	7
12	7
11	8
10	8
9	8
8	9
7	9
6	10
5	10
4	10
3	11
2	11
1	12
0	12

Section 12. Employees who for a **one (1) year calendar period** have not used any sick leave or been off sick, and all of whose absences have been authorized, shall be entitled to one (1) day of leave.

Section 13. Upon retirement all eligible employees shall be paid up to forty-five (45) days of unused sick leave as follows: ten (10) days at the full day's rate of pay in their final paycheck and \$25 per day up to an additional thirty-five (35) days into a health retirement account for each employee.

For purposes of this section, retirement shall be defined as age 55 with 20 years of service for employees hired prior to January 1, 1988; and age 65 with 25 years of service for employees hired after January 1, 1988.

Section 14. Employees may donate paid leave for any employee who is absent without pay due to unforeseen circumstances. Said request shall come from the Union and be approved by the City. Employees absent due to their own illness/injury may have any type of paid leave donated to their account. Employees absent for other reasons may have any leave other than sick leave donated to their account. The parties agree that employees in this unit may accept/donate appropriate leave to persons outside of this bargaining unit. **Leave from employees who already announced their retirement/separation in writing will not be allowed. Additionally, only those employees who are in need of leave after expiration of their leave, and requested by the Union, are allowed.**

ARTICLE 19 - SENIORITY

Section 1. Seniority means an employee's length of continuous service with the Employer since his last date of hire.

Section 2. **Employees shall be considered probationary employees for their first 180 days of employment, and** shall be added to the seniority list 180 days after their date of hire.

Section 3. A seniority list showing current and continuous service of each employee shall be available to all employees in the Human Resources Office and a list showing date of hire shall be supplied to the Union annually.

All employees in the rank and file unit prior to 3/1/05 will carry all City seniority as bargaining unit seniority. Those employees on C.E.T.A. status shall also be granted full bargaining unit seniority for time worked under that program. All employees transferred into the bargaining unit on or after 3/1/05 will not have prior service credited toward bargaining unit seniority. However, employees moving into the bargaining unit from the first level supervisory unit may have their first level supervisory unit time approved by the rank and file local on a case by case basis.

Section 4. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return to work as recalled after a lay-off within two weeks absence due to working elsewhere.

There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

An absence of three (3) consecutive scheduled working days without the Employer's express consent, in the absence of extenuating circumstances, failure to return to work as required after termination of leave of absence unless an extension of leave has been granted on request made no less than five (5) days prior to the expiration of said leave will mean termination of employment and therefore seniority.

Section 5.

A. In the event of lay-off, such lay-off shall be by inverse order of seniority. Employees will be allowed to bump junior employees or bump into any vacant position in the bargaining unit which the employer intends to fill, provided they have the necessary skill and ability to perform the job. The bumping permitted under this subsection shall supersede the usual job bid process.

However, the employee shall be qualified and capable of performing the responsibilities of the position at the time of the bump (placement). The employee bumping into a position is allowed one month of orientation to perform the work of that position.

B. Should the affected employee be unable to bump under subsection A above, they will be laid off.

C. The bumping process described above is subject to the limits set forth in the Operators Certification Section.

In the event of lay-off, employees shall be given a notice of not less than ten (10) working days.

Section 6. In the case of recall, said recall shall be on the basis of inverse lay-off by classification (clerical to clerical, blue collar/maintenance to blue collar/maintenance, professional to professional) provided the employee is qualified of performing the required work. Recall rights shall expire after eighteen (18) month lay-off.

Section 7. Job openings shall be filled from the most senior within the bargaining unit and who is qualified for the position. An employee who bids from one job to another will not be eligible to bid for a six (6) month period, unless mutually agreed to by the City and the Union.

Section 8. When an employee is transferred into a different position, that employee has thirty (30) days to satisfactorily perform the job. Should the employee's performance fall below satisfactory during said thirty (30) day period, the supervisor shall consult with a human resources representative and a decision shall be reached whether or not that employee should remain in said position or return to his/her former position.

Section 9. In the event that a job opening has been posted and no eligible

employee has applied for a job within seven (7) days of the initial posting, the City shall have the right to fill said position outside of the bargaining unit provided however that in the event the City has not filled said position within ninety (90) consecutive days of the original posting the City shall re-post the opening before filling said position from outside the bargaining unit.

Section 10. In the event a first level supervisory employee's position is eliminated, said employee shall have the opportunity to accept the first rank and file vacancy for which no rank and file employee has made a claim, for which they are qualified for within their respective Division and Department. Any first level supervisory employee who is transferred into the rank and file unit under this Section shall carry over their seniority into the rank and file unit.

Section 11. When all employees covered by this Agreement are rejected for not being qualified for a job bid, the City will not hire an outsider who is not qualified but instead will train the most senior bidding employee. This provision shall not be interpreted as requiring the City to refrain from hiring a qualified outsider, if one is available. This Section applies solely to the rank and file group of employees and shall not include professional employees and the City will not be required to train any employee for a professional job.

Section 12. The Employer agrees that shift assignments will be made by seniority within a job classification so long as qualifications between the employees or among employees is equal.

Section 13. To the extent that the provisions of this Article conflict with the provisions of Article 28 which applies solely to certain members of the Bargaining Unit who have been assigned to the Department of Police, the provisions of Article 28 shall control rather than the provisions of this Article.

Section 14. Any tie in seniority will be settled by lot.

Section 15. The City will post all first level vacancies at all worksites as a courtesy.

ARTICLE 20 - DISCHARGE, DEMOTION, SUSPENSION & DISCIPLINE

Section 1. The Employer reserves the right to discipline for just cause and such discipline shall be subject to the grievance procedure as set out herein. Discharge process shall begin at Step 4 of the grievance procedure.

The City will provide the Union with notices of all disciplinary action taken against any member of the bargaining unit. **The city will notify the Union, whenever possible, of all disciplinary actions taken against any member of this bargaining unit twenty-four (24) hours prior to meeting with the bargaining unit member.**

Section 2. Each bargaining unit employee shall be supplied with an outline of the City's Human Resources Policies and Procedures Manual.

Section 3. The Employer agrees to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. The Union and Employer agree that non-bargaining unit employees employed by the Employer and members of the bargaining unit shall treat each other with mutual dignity and respect at all times.

Section 4. If an employee is to be reprimanded for a matter likely to result in discharge, suspension or written reprimand report, the employee has the right to Union representation.

Section 5. The probationary period for an employee shall be one hundred eighty (180) days; probationary employees shall not have access to the grievance and arbitration procedure; the Employer does not need just cause to discharge or discipline probationary employees, but rather said employees shall be treated as at-will employees.

ARTICLE 21 - GRIEVANCE PROCEDURE

Section 1. Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1:

The Union shall present in writing the grievance to the grievant's immediate supervisor and a copy to the Human Resources Office within fifteen (15) calendar days of its occurrence or knowledge thereof. The supervisor shall respond in fifteen (15) calendar days.

Step 2:

If the grievance remains unsettled, the Union within fifteen (15) calendar days of the receipt of the supervisors answer, shall in writing appeal the grievance to the Human Resources Office, who shall have fifteen (15) calendar days to respond.

Step 3:

If the grievance remains unsettled the Union within fifteen (15) calendar days of the receipt of the Human Resources Director's answer, shall appeal the grievance to the Mayor or his designee. The Mayor or his designee shall have fifteen (15) calendar days to respond.

Step 4:

The Union shall have the right to demand arbitration within forty-five (45) calendar days of the date of the receipt of the decision of the Mayor or his designee but not thereafter. If arbitration is demanded it shall be as provided by statute with the American Arbitration Association as arbitrating agency.

Section 2. Any grievance involving discharge of the employee shall not proceed through steps 1, 2 and 3 outlined in Section 1 above, rather all such grievances shall be submitted directly to the permanent arbitrator jointly appointed by the parties to hear such cases within ten (10) days after discharge or knowledge thereof. Such cases shall be heard as soon as practicable and no later than sixty (60) days after the filing of the grievance. There shall not be any requirement or an arbitrating agency, however the

permanent arbitrator shall use the American Arbitration Association rules or such other rules as mutually agreeable to the parties.

Said arbitrator shall have all statutory rights including the right of appeal for either party as provided by law.

The decision of the arbitrator shall be final and binding, subject only to appeal.

Section 3. Any grievance not settled within the prescribed time limits shall be considered **denied and the grievance can be moved to the next level of the grievance procedure.** Time limits may be extended by mutual agreement or the parties.

Section 4. Employees shall be permitted to have a representative of the Union present at each step of the grievance procedure.

Employees selected by the Union to act as Union representatives shall be known as Stewards. A written list of the Union Stewards (such lists to outline the area to be represented by Stewards), shall be furnished to the Employer immediately after their designation by the Union. The Union shall notify the Employer of any changes of such Union Stewards. The number of Union Stewards shall be limited to ten (10).

Stewards shall be granted reasonable time during working hours and so long as it does not interfere with the performance of their duties, to process specific grievances without loss of pay.

ARTICLE 22 - INJURY ON DUTY

An employee who sustains a work related injury, as a result of which he/she is disabled, shall be paid the difference between the monies to which he/she may be entitled under workmen's compensation, social security, or other applicable disability benefits and his/her full salary which difference shall be charged to his/her sick leave, and shall be paid only to the extent of his/her accrued sick leave; provided however that the City will only continue its past practice of paying 100% of the employees salary while the workmen's compensation claim is being processed so long as appropriate guarantees can be realized insuring that the City gets appropriate reimbursement for employees once the claim has been completely processed.

Employees will be charged with paid leave, other than sick leave, only at the written request of the employee.

ARTICLE 23 – UNIFORM ALLOWANCE, PROTECTIVE EQUIPMENT
& TOOL ALLOWANCE

Section 1. If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee's by the Employer; the cost of maintaining the uniform or protective clothing in proper working conditions (including tailoring, dry cleaning, and laundering) shall be paid by the employee, except that if damaged or destroyed on job Employer will repair or replace same.

The City shall have the right to terminate the uniform policy but not to amend the policy.

Section 2. The City of Reading requires all vehicle mechanics to purchase and maintain their own tools. These tools will be maintained in a tool box.

The City of Reading will provide a tool allowance of \$500.00 per year per employee during each contract year upon presentation of receipts with the understanding that this allowance is for the entire calendar year. If an employee is transferred or terminated voluntarily or involuntarily for any reason and has utilized their tool allowance greater than a pro-rated amount of **forty-one (\$41)** per month, the City shall be entitled to a refund to the extent that the tool allowance has exceeded said prorated amount. And further the City is authorized to deduct said prorate portion to which it is entitled from any funds which it owes the terminated or transferred employee. This allowance may be used to purchase replacement or newly developed tools. Replacement tools will be purchased on a one for one basis. For example, if an employee has a worn out wrench and brings the wrench to the supervisor, the supervisor will take the wrench and note that the employee can purchase a replacement tool from the various name-brand vendors who currently visit the shops. The employee then purchases the tool and presents the receipt to the supervisor for reimbursement.

The employee promises to maintain all tools in proper order and to purchase only those tools necessary to keep proficient in his/her City job.

Section 3. The City of Reading will provide a boot allowance of \$50.00 per year per employee assigned to the Division of Highways patch gang, which amount will be paid as of April 1st of the calendar year.

ARTICLE 24 - GENERAL PROVISIONS

Section 1. Both the Employer and the Union agree not to discriminate against any employee on the basis of race, creed, color; sex, political affiliation, marital status, age, national origin, union membership, or non-union membership. As used in this Agreement with the exception of Article 17 masculine and/or feminine pronouns where appropriate shall be deemed to include members of the opposite sex.

Section 2. The Employer agrees to allow the union to provide its own locked bulletin board at all worksites for the announcement of meetings, election of officers of the Union and any other material related to Union business. Size of said bulletin board not to exceed 900 square inches. Furthermore, the Union shall not post material detrimental to the labor management relationship nor of a political or controversial nature. The Union may send mail related to Union business to local official Union representatives at appropriate facilities to which mail is delivered.

No Union member or representative shall solicit members, engage in organizational work, or participate in other Union activities during working hours on the Employer's premises except as provided for in the processing of grievances.

Union members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct Union business during non-work hours upon obtaining permission from the Employer's Human Resources officer or his designated representative. Any additional costs involved in such use must be paid for by the Union.

Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if notification is given to the Human Resources officer or his designated representative. If the Union representative is an employee of the Employer he shall request from his immediate supervisor reasonable time off from his regular duties to process such grievances. The Employer will provide a reasonable number of employees with time off, if required, to attend negotiating meetings. Such visits shall not interfere with, hamper, or obstruct normal operations of the Employer.

Section 3. During the term of this Agreement, the Employer shall have full right to contract out or sub-contract any City operation or work performed by employees in the bargaining unit if in the judgment of the Employer. This right and responsibility shall not be subject to negotiation.

Section 4. The Union will be entitled to representation on a safety committee and said committee will attempt to meet on a monthly basis or as the need arises. The City will continue to make reasonable provisions for the health and safety of its employee's and will comply with all applicable Federal, State and Local laws, regulations and codes.

The Safety Committee will function as a policy advisory group, reviewing current policy and working conditions, and recommend new ideas and improved methods to promote safety.

Section 5. The Employer and the Union agree that each employee shall, at the election of the City receive a complete physical examination by the City Health Officer and at option of the employee shall receive all shots and inoculations necessary to protect the health of the employee, at no cost to the employee.

Section 6. The Employer has available a classification plan which defines and describes representative duties and responsibilities and sets forth the minimum requirements and qualifications essential to the performance of the work of the class. If an employee considers his position to be improperly classified, the employee shall appeal such classification at the second step of the grievance procedure set forth in this Agreement. The decision of the Employer shall be final, binding and determinative of the issue. If a determination is made by the Employer that a position should be upgraded, the employee shall be promoted retroactively to the date the grievance was filed in writing. If a determination is made by the Employer that a position should be downgraded the employee shall be demoted with appropriate change in salary.

The Union recognizes the right of the Employer to direct its working forces, which includes the assignment of work to individual employees, and it further recognizes that such assignments may include work outside an employee's classification. However, it is understood that assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements.

Whenever an employee temporarily assumes in general the duties and responsibilities of a position in a higher rated classification, the employee shall be compensated at the rate of the job he performs at his/her equivalent step. Payment shall be made no later than one calendar month following the end of each quarter. If the position is filled permanently by other than the person temporarily filling the position, the person temporarily assigned shall be returned to his previous position and compensation, but he shall receive any increments and service credits for such

increments to which he would have been entitled had he remained in his normal assignment.

Any employee filling an opening on temporary assignment for no less than one-hundred eighty (180) working days shall be promoted to that position. However, this language does not apply if employee is replacing an employee who is expected to return to work.

In addition, if the Employer assigns an employee on a temporary basis to a lower classification or if an Employee performs some duties and functions assigned to a lower classification, the person so assigned shall receive the compensation of the higher level to which he is regularly assigned. The Employer, however, at any individual work site shall make such assignments on a nondiscriminatory basis so as to equalize the same among the persons within the classification from which assignments are made, so long as such equalization does not interfere with efficient operating procedures.

Grievances arising from the provisions of this section may be processed as provided in this Agreement.

The Union and the Employer agree the Employer has the right to make the final binding and determinative decision of the issue of what is the proper classification. Employer agrees that, that decision shall be made in the final instance by the Human Resources Director. Notwithstanding any of the above, it is understood that the City shall in no way be limited from exercising its binding and final determination of the issue pending the approval of some subsequent party. However, both parties mutually agree to move with all deliberate speed to select an individual acceptable to both sides.

Section 7. The City will provide the Union with a list of new hires and resignations on a monthly basis. Said list will be left in the Union mailbox located in the Human Resources Office. At the Union's request, the City will provide the union with a seniority list and list of all employee pay rates.

Section 8. Employer and the Union agree to establish a committee known as the Labor Management Training Committee which committee shall be formed for the purpose of investigating the establishment of training procedures and programs for the City of Reading with regard to the employees of the bargaining unit. The committee shall consist of one person from the Human Resources Office, one A.F.S.C.M.E. Officer, and one Union Steward. The position of the Union Steward shall be rotated among the various division's of the employer as needed to insure that the committee member is from the Division which is affected by the training program or procedures, which are

being considered at that time. All decisions of the committee must be unanimous and shall consist of recommendations which shall be made to City Council and to the Union which recommendations shall not be binding on either party, but shall be advisory only. This Section does not apply to professional employees.

Section 9. The provisions of this collective bargaining agreement shall not be applicable to rank and file and professional employees employed at the Reading Public Library nor to rank and file employees who work at the Reading Public Library where such provisions deal with hours of work, holidays and vacation. Where said provisions differ from, delete or add to the provisions of said rank and file collective bargaining agreement the provisions of the Reading Public Library Staff Manual, 5th Edition, 2006, shall govern.

Section 10. The parties agree if an opening occurs in the positions of Property Maintenance Inspector I, or Health Inspector I, in the Community Development Department, and the positions of Telecommunicator I and II, and the successful bidder is a person who had previously held the same position for a period of twelve (12) months or more, the successful bidder will be awarded the job at a level I for a period of thirty (30) days and if that person is qualified to perform the job, that person would then be transferred to a level II after said period of thirty (30) days.

Section 11. **The City has the right to implement furlough days. Furlough days are mandatory, unpaid days off and shall be scheduled in a manner that minimizes the impact on service delivery to City residents and potential incurrence of overtime. Furlough days will not impact the seniority or health benefit status of an employee. They are implemented solely as a means of saving wages. The City will meet and discuss the imposition of furlough days with the union prior to implementation and will give the Union ten (10) working days notice of the planned implementation of furlough days.**

Section 12. **The City has the right to implement a light duty program which will essentially give the City the flexibility to assign employees to light duty positions anywhere within the City government, provided that the position is temporary and within the medical restrictions as set forth by the employee's treating physician. The injured worker shall keep the benefits and emollients of his/her original employee group, regardless of the temporary assignment.**

Section 13. **The City will exercise its' management rights to fill a position occupied by an employee who is absent in excess of six (6) months and if necessary, terminate employment after twelve (12) months of continued leave.**

Section 14. The parties agree to change pay from semi-monthly to every 2 weeks at the discretion of the City with a payroll lag, provided that all three (3) remaining unions agree.

Section 15. The City agrees to have cba's printed in-house and given to the Local for distribution.

Section 16. The parties agree, members of this bargaining unit earning in excess of the pay rates as a result of the pay and classification study to be performed will have their rate red-lined until they catch up to the established pay rate the study deems appropriate.

Section 17. The City will allow one (1) Union official up to two (2) hours to address new employees at the completion of their six (6) month probationary period.

Section 18. The City will grant paid or unpaid leave to either the Union president (and or one other Executive Board member to take the president's place that must be named in advance), if it does not impact the operations of the City, to attend a Union function and be paid out of the penny fund, with no loss of right or benefits.

ARTICLE 25 - PAST PRACTICE

Nothing in this Agreement nor the Agreement itself shall be considered as requiring the Employer to continue any past practices unless they are specifically set forth in this Agreement. This Agreement supersedes any past practice otherwise not covered by this Agreement and it supersedes any previous Agreement, verbal or written between the Employer, and employees covered hereby and any labor organization which may have represented employees or any of them heretofore.

ARTICLE 26 - MANAGEMENT CLAUSE

The Parties to this collective bargaining agreement recognize that the City of Reading (the Employer) has been designated as fiscally distressed under the Pennsylvania Municipalities Financial Recovery Act ("Act 47"). The Parties further recognize that all provisions of this Agreement must be consistent with the City of Reading Financial Recovery Plan that was developed pursuant to Act 47. Any terms and conditions of this collective bargaining agreement that are not consistent with any recommendation in the City's Fiscal Recovery Plan shall be null and void. In this regard, the Parties acknowledge recommendation WF03 of the Recovery Plan and acknowledge their intent to comply with that recommendation. Nothing in this collective bargaining agreement shall be interpreted to be inconsistent with that provisions.

Consistent with the Recovery Plan, it is further understood and agreed that the direction of the City operations and the determination of all matters concerning the management or administration of the City and the means by which such operations are to be conducted shall be the sole function of the Employer/City. Consistent with the Recovery Plan, if there is a conflict between any provision of this collective bargaining agreement and the City's Recovery Plan, the City's Recovery Plan shall control. The Employer retains the sole right to manage its operations and the direct the City's operations and to determine all matters concerning the management and administration of the City and the means by which such operations are to be conducted, including but not limited to the right to hire, discipline, or discharge, layoff, promote, assign employees; determine the number of employees needed and staffing levels; determine the hours of worked and the number of hours worked, the number of shifts; develop policies, rules and regulations; assign duties; establish and change job classifications and job descriptions; to eliminate, abolish, change and/or combine classification and job descriptions or to organize, discontinue, subcontract, enlarge, relocate or reduce a department and/or function or service; to assign or transfer employees as operations may require.

ARTICLE 27 - NO STRIKE - NO LOCKOUT

Section 1. It is agreed that on the part of the Union there shall during the term of this Agreement be no strike, stoppage of work or slow down, and on the part of the Employer no lockout.

Section 2. In the case of any strike, slow down, or other suspension of work not authorized by the Union, its officers or agents, and not called in compliance with the terms and provisions of this Agreement, the Employer agrees that such violation of this Agreement shall not cause the Union, its officers or agents, to be liable for damages; provided that the Union complies fully with the following:

- A. The Union's obligations to take action shall commence immediately upon receipt of notice from the Employer that a violation has occurred.
- B. Immediately upon receipt of such notice the responsible union representative shall immediately talk with those employees responsible for or participating in such violation, stating to them that:
 - 1) Their action is in violation of the Agreement, subjecting them to disciplinary action up to and including discharge.
 - 2) The Union will not oppose their discharge.
 - 3) The Union has not authorized the strike, slow down, or suspension of work and does not approve or condone it.
 - 4) The Union instructs the employees to immediately return to their respective jobs, submit any grievances they may have to the grievance procedure provided for in the Agreement.

Section 3. Any employee involved in any strike, stoppage of work or slow down in violation of this provision shall be subject to discharge.

ARTICLE 28 - SPECIAL PROVISIONS RELATIVE TO CENTRAL RECORDS
PERSONNEL

Section 1. This Article shall apply only to those persons occupying the position of Records Clerk assigned to the Department of Police, Central Records.

Section 2. By December 31, the Employer shall assign work assignments for holidays for the ensuing year, which work assignments and holidays shall be assigned on a rotating basis, which rotating basis shall be fair and equal to all employees.

Section 3. An employee who has been on sick leave and who intends to return to work shall report such intention by telephone or messenger to his/her supervisor no less than one (1) hour before their scheduled starting time for that days work.

Section 4. Employees will be required to sign a memorandum in the form and manner attached removing midnight and rotating shift(s). (see Exhibit A) The City is allowed to change shifts for coverage with two (2) weeks advance notice. Employees may switch shifts providing there is mutual consent and approved by the Supervisor.

Section 5. Duration of work shift for employees in the Central Records Office will be changed to consist of eight (8) hours per work shift, with a one-half hour paid lunch break to be included in that eight (8) hours.

Section 6. Any employee hired into or bidding into central records shall remain in said position for a minimum of two (2) years unless mutually agreed to by the City and the Union.

ARTICLE 29- DURATION OF CONTRACT

This Agreement shall cover and be effective from the 1st day of January, 2012 and shall continue to December 31, 2016. Notice of the desire to negotiate amendments to this Agreement shall be given in 2016 in accordance with the provisions of the Act of Pennsylvania General Assembly Number 195.

ARTICLE 30 - POLITICAL ACTION CONTRIBUTION

The City agrees to deduct a political action contribution from each employee who voluntarily signs an authorization card authorizing the City to do so; however, the Union agrees to indemnify and hold harmless the City from any liability arising out of the City deducting under this provision, and in the event of any dispute between the Employee and the Union the City shall have the right to discontinue the deduction.

ARTICLE 31 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof, to the extent possible in the light of such decision of the Court.

ARTICLE 32 – OPERATOR CERTIFICATIONS

The City of Reading shall designate which operators within the water and wastewater utilities (currently identified as the water purification plant and distribution system and the wastewater treatment plant and sanitary sewer collection system) involve process control and need to be certified. Persons employed in the designated positions shall have twenty-four (24) months to pass the appropriate examination modules for the appropriate size and type of plant treatment facility and/or system and until they have the necessary experience for the appropriate size of facilities to become certified. Individuals assuming the duties of the designated positions at either facility after the date of this Agreement shall have twenty-four (24) months to pass the appropriate examination and until they have the necessary experience to become certified. The City shall pay for reasonable education and training expenses related to the preparation for the examination contingent upon satisfactory completion of the training and/or preparatory course(s). The City shall also pay all costs for certification renewal including appropriate, approved continuing education as required for maintaining certification.

Any individual who must take the operator's examination shall have at least two opportunities to pass the requisite modules of the examination if not completely successful with the first examination. In the event of any change in technology by the City or applicable certification requirements by PA DEP that require additional certifications, the City shall work with certified personnel in the above manner to prepare them to pass the appropriate examination module(s) prior to its effective date. An individual who does not qualify for the appropriate certification after at least two examinations within twenty-four (24) months in the position, may exercise bumping rights pursuant to Article 19 Section 5 and move into a position which he/she is qualified to perform. Effective 1/1/08, any employee hired or bidding into these positions who does not make at least two (2) attempts in good faith to obtain the appropriate certification will not be eligible for bumping and is not guaranteed continuation of employment. If the employee bumps to a lower paid position, the employee shall receive raises limited to 1% (for any year raises are given) until the wage of the position reaches the wage of the employee who bumped. Employees who are certified will receive either \$1.00 per hour wage differential or the position's full rate if they fully meet all the criteria established in the position description while working in a certified position.

Certified positions, and their successor positions, shall include the following with certification as noted:

Sewage Plant Operator – Plant and System
Pump Tender – Plant and System
Belt Press Operator – Plant and System
Water Plant Operator – Plant and System
Dewatering Technician – Plant and System
Industrial Mechanic - WWTP

The City reserves the right to identify existing or create new positions that may require certification per Pennsylvania state mandates.

An employee who is not required to obtain this license but voluntarily obtains it and who then bids into a certified position shall be compensated for the above-listed cost of obtaining and retaining the certification.

Employees without certification cannot bump an employee who is employed in a utility where PA DEP certification is applicable and who has passed the appropriate certification examination or who is certified.

A committee consisting of two (2) AFSCME 2763 operations personnel and two (2) management staff from the appropriate utility shall investigate and agree by signoff on training options for assisting operations in personnel preparing for the certification examinations.

ARTICLE 33 – EMPLOYEE PARKING

Employees have the option of parking in the Poplar & Walnut garage or other stipulated Reading Parking Authority lot at a cost of \$40 per month payable in two (2) semi-monthly payments of \$20 for the first three (3) years of this Agreement. This cost may increase to \$50 per month in the fourth year of this Agreement. No employee will be permitted to park free of charge on any Reading Parking Authority lot or Cedar Street parking lot or use any City of Reading and/or Parking Authority complimentary parking pass.

ARTICLE 34 – PENSIONS

- A. The City will explore the creation of a non-deferral defined contribution plan or a hybrid plan (defined contribution and/or defined benefit) to replace the current defined benefit plan.
- B. The City will meet and discuss the creation of said plan with the Union.
- C. The final plan design and implementation date is at the discretion of the City, after discussing the plan design and implementation date with the Union.
- D. Only those people hired after the date of adoption of said plan will be members of the newly adopted plan. Members of the defined benefit plan in existence prior to adoption of the new or amended plan will not be affected.
- E. The City reserves the right not to implement a non-deferral defined contribution plan or a hybrid plan. If the City at its' discretion chooses to remain with a defined benefit plan, the City has the right to amend the terms and benefits provisions of the defined benefit plan to reduce the cost to the City. The City will only pursue this amendment of terms and benefit provisions after discussing this with the Union. This section will only affect new hires after the date of amendment.
- F. The City shall have the right to amend the terms of the new plan that it chooses to implement to reduce its' pension costs and employees participating in that plan will have no vested rights in the benefits that existed prior to the amendment and will be subject to any change made to such benefits.

IN WITNESS WHEREOF, the parties hereto warrant and represent that they are duly authorized to do so, have hereunto set their hands and seals this day of .

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
LOCAL 2763

CITY OF READING

Council Representative

Mayor

Attest:

City Clerk

Exhibit A

I, the undersigned, understand that I may be required to work any of three (3) shifts; any of five (5) days of a seven (7) day week, including Saturdays, Sundays, and Holidays.

I further understand that I may also be required to work a permanent first or second shift, and have rotating leave days.

Signature

Date

cc Inspector
Central Records

EXHIBIT B

Certification of Life Partnership

In accordance with Article (14) Fourteen of the current Collective Bargaining Agreement with AFSCME Local 2763 and the City of Reading this form is to certify that a Life Partnership exists between the employee and the Life Partner (hereby referred to as Life Partner) listed below. This form must be completed by the employee and filed with the City of Reading's Human Resources office annually on or before December 31st.

We the undersigned do hereby affirm, under penalty of perjury, that we meet all of the following requirements for Life Partnership:

1. We are two adults, at least (18) eighteen years of age in a committed relationship of mutual caring, support and are jointly responsible for our common welfare and living expenses.
2. Neither of us is married to or legally separated from any other individual.
3. We are the sole Life Partner to each other.
4. We have lived together in the same residence on a continuous basis for at least (6) months immediately prior to the date of this certification, neither of us has been a member of another Life Partnership for the past six months, we intended to reside together permanently.
5. We are not related to each other by adoption or by blood, to a degree that would, prohibit marriage in the Commonwealth of Pennsylvania.
6. We do not maintain this relationship solely to qualify for employment-related benefits.

Proof of Life Partnership

We are submitting with this certification proof that we have been interdependent of each other for at least (6) six months prior to this certification and affidavit being executed.

(Please check the following item(s) being submitted as proof)

- ___ A deed or lease evidencing common ownership or occupancy of real property
- ___ Proof of joint credit cards or bank accounts
- ___ Title of joint ownership of a motor vehicle
- ___ Driver's licenses listing a common address
- ___ Assignment of a durable power of attorney or health care power of attorney
- ___ A Life Partnership agreement

Acknowledgements

We the undersigned understand that our status as Life Partners applies solely with respect to Funeral leave.

We the undersigned understand that annually we are required to furnish *Certification and Proof of Life Partnership* to the City of Reading's Human Resources Department on or before January 31st of each calendar year.

We the undersigned understand that we may be required from time to time furnish any further documentation the City of Reading may request for purposes of Life Partnership status.

PRINTED NAME OF EMPLOYEE

PRINTED NAME OF PARTNER

SIGNATURE OF EMPLOYEE

SIGNATURE OF PARTNER

DATE

DATE

I hereby acknowledge that the above statements are true and accurate to the best of my knowledge. I understand that any willful misrepresentation on my part may result in the invalidity of this document.

EXHIBIT C

HEALTH BENEFIT OPTIONS

	Preferred Plus		Preferred		Premier		Norms	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible								
Individual	\$ 200	\$ 400	\$ 500	\$ 1,000	\$ 1,500	\$ 3,000	\$ 500	\$ 750
Family	\$ 400	\$ 800	\$ 1,000	\$ 2,000	\$ 3,000	\$ 6,000	\$ 1,000	\$ 1,500
Out-of-Pocket Max. (does not include Ded)								
Individual	\$1,000		\$2,000		\$2,500		\$2,500	
Family	\$2,000		\$4,000		\$5,000		\$5,000	
Lifetime Max.	Unlimited		Unlimited		Unlimited		Unlimited	
Physician Office Visits								
Routine Exam	\$ -	\$ -	\$ -	\$ -	100%	\$ -	100%	\$ -
Primary Care Physician	\$ 15	70%	\$ 20	60%	90%	70%	\$ 20.00	70%
Specialist	\$ 25	70%	\$ 30	60%	90%	70%	\$ 40.00	70%
Hospital								
In-Patient	100% after \$100 copay per admit		80% after \$200 copay per admit		90%	70%	80%	60%
Out-Patient	100% after \$100 copay per admit	70%	80% after \$200 copay per admit	60%	90%	70%	80%	60%
Emergency Room	\$50 copay		\$75 copay		\$100 copay		\$150 copay	
Prescription Drug Plan								
Retail: In-network benefits 30 day supply	Generic: \$10 copay Formulary brand: \$25 Non-formulary brand: \$40 copay		Generic: \$10 copay Formulary brand: \$25 Non-formulary brand: \$40 copay		Generic: \$10 copay Formulary brand: \$25 Non-formulary brand: \$40 copay		Generic: \$10 copay Formulary brand: \$25 Non-formulary brand: \$45 copay	
Mail Order: 90 day supply	Generic: \$20 copay Formulary brand: \$50 Non-formulary brand: \$80 copay		Generic: \$20 copay Formulary brand: \$50 Non-formulary brand: \$80 copay		Generic: \$20 copay Formulary brand: \$50 Non-formulary brand: \$80 copay		Generic: \$20 copay Formulary brand: \$50 Non-formulary brand: \$90 copay	

AFSCME RANK & FILE PAY RATES eff 1/1/12

<u>POSITION</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>
Accounts Coordinator	19.16	19.38	19.49	19.6	19.71	19.82	19.93	20.04	20.15
Accounts Payable Clerk	17.78	18.00	18.11	18.22	18.33	18.44	18.55	18.66	18.77
Accounting Clerk	18.96	19.18	19.29	19.40	19.51	19.62	19.73	19.84	19.95
Asst Building Inspector	24.97	25.19	25.30	25.41	25.52	25.63	25.74	25.85	25.96
Asst to the City Clerk	19.12	19.34	19.45	19.56	19.67	19.78	19.89	20.00	20.11
Belt Press Operator I	19.68	19.90	20.01	20.12	20.23	20.34	20.45	20.56	20.67
Belt Press Operator II	20.09	20.31	20.42	20.53	20.64	20.75	20.86	20.97	21.08
Body/Fender Repairman	18.89	19.11	19.22	19.33	19.44	19.55	19.66	19.77	19.88
Bookmobile Operator	17.78	18.00	18.11	18.22	18.33	18.44	18.55	18.66	18.77
Clerk	16.95	17.17	17.28	17.39	17.50	17.61	17.72	17.83	17.94
Clerk Typist I	17.81	18.03	18.14	18.25	18.36	18.47	18.58	18.69	18.80
Clerk Typist II (7 hour)	18.35	18.57	18.68	18.79	18.90	19.01	19.12	19.23	19.34
Clerk Typist II (8 hour)	17.31	17.53	17.64	17.75	17.86	17.97	18.08	18.19	18.30
Computer Operator I	18.65	18.87	18.98	19.09	19.20	19.31	19.42	19.53	19.64
Custodian II	17.12	17.34	17.45	17.56	17.67	17.78	17.89	18.00	18.11
Custodian III	17.48	17.70	17.81	17.92	18.03	18.14	18.25	18.36	18.47
Customer Service Representative	18.03	18.25	18.36	18.47	18.58	18.69	18.80	18.91	19.02
Data Entry Operator I	17.91	18.13	18.24	18.35	18.46	18.57	18.68	18.79	18.90
Del Tax Clerk	18.79	19.01	19.12	19.23	19.34	19.45	19.56	19.67	19.78
Del Water Bill Collector	18.11	18.33	18.44	18.55	18.66	18.77	18.88	18.99	19.10
Del Water Shutt Off Person	18.45	18.67	18.78	18.89	19.00	19.11	19.22	19.33	19.44
Dev & Insp Clerk	18.68	18.90	19.01	19.12	19.23	19.34	19.45	19.56	19.67
Dewatering Technician I	19.68	19.90	20.01	20.12	20.23	20.34	20.45	20.56	20.67
Dewatering Technician II	20.09	20.31	20.42	20.53	20.64	20.75	20.86	20.97	21.08
Eng Aide II	18.51	18.73	18.84	18.95	19.06	19.17	19.28	19.39	19.50
Eng Aide III	19.15	19.37	19.48	19.59	19.70	19.81	19.92	20.03	20.14
EOI	17.48	17.70	17.81	17.92	18.03	18.14	18.25	18.36	18.47
EOI/Scavenger	17.48	17.70	17.81	17.92	18.03	18.14	18.25	18.36	18.47
EOII	19.68	19.90	20.01	20.12	20.23	20.34	20.45	20.56	20.67
EOIII	20.24	20.46	20.57	20.68	20.79	20.90	21.01	21.12	21.23
Field Investigator	17.86	18.08	18.19	18.30	18.41	18.52	18.63	18.74	18.85
Floater	18.88	19.10	19.21	19.32	19.43	19.54	19.65	19.76	19.87
Health Inspector I	18.72	18.94	19.05	19.16	19.27	19.38	19.49	19.60	19.71
Health Inspector II	19.12	19.34	19.45	19.56	19.67	19.78	19.89	20.00	20.11
Industrial Mechanic	20.32	20.54	20.65	20.76	20.87	20.98	21.09	21.20	21.31
Lab Tech	19.07	19.29	19.40	19.51	19.62	19.73	19.84	19.95	20.06
Lead Clerk Records	19.91	20.13	20.24	20.35	20.46	20.57	20.68	20.79	20.90
Lib Tech I	19.14	19.36	19.47	19.58	19.69	19.80	19.91	20.02	20.13
Lib Tech II	19.20	19.42	19.53	19.64	19.75	19.86	19.97	20.08	20.19
Lib Tech III	19.53	19.75	19.86	19.97	20.08	20.19	20.30	20.41	20.52
Mail Room/Tax Clerk II	18.34	18.56	18.67	18.78	18.89	19.00	19.11	19.22	19.33
Maint Mech	20.32	20.54	20.65	20.76	20.87	20.98	21.09	21.20	21.31
MWI	17.12	17.34	17.45	17.56	17.67	17.78	17.89	18.00	18.11
MWI Parts	17.12	17.34	17.45	17.56	17.67	17.78	17.89	18.00	18.11
MWI Signmaker	17.12	17.34	17.45	17.56	17.67	17.78	17.89	18.00	18.11
MWII	17.48	17.70	17.81	17.92	18.03	18.14	18.25	18.36	18.47
MWII/Elec/Mech	17.73	17.95	18.06	18.17	18.28	18.39	18.50	18.61	18.72

MWII/San Sewers	18.26	18.48	18.59	18.70	18.81	18.92	19.03	19.14	19.25
MWIII	17.86	18.08	18.19	18.30	18.41	18.52	18.63	18.74	18.85
MWIII/Apprentice	17.86	18.08	18.19	18.30	18.41	18.52	18.63	18.74	18.85
MWIII/San Sewers	19.06	19.28	19.39	19.50	19.61	19.72	19.83	19.94	20.05
MWIII/Elec Mech	18.11	18.33	18.44	18.55	18.66	18.77	18.88	18.99	19.10
Municipal Aide II	18.30	18.52	18.63	18.74	18.85	18.96	19.07	19.18	19.29
Payroll Clerk II	19.57	19.79	19.90	20.01	20.12	20.23	20.34	20.45	20.56
Property Maint Aide	15.65	15.87	15.98	16.09	16.20	16.31	16.42	16.53	16.64
Property Maint Insp I	18.72	18.94	19.05	19.16	19.27	19.38	19.49	19.60	19.71
Property Maint Insp II	19.12	19.34	19.45	19.56	19.67	19.78	19.89	20.00	20.11
Pump Tender	19.15	19.37	19.48	19.59	19.70	19.81	19.92	20.03	20.14
Records Clerk	18.64	18.86	18.97	19.08	19.19	19.30	19.41	19.52	19.63
Rehab Specialist	19.83	20.05	20.16	20.27	20.38	20.49	20.60	20.71	20.82
Scope Operator	18.45	18.67	18.78	18.89	19.00	19.11	19.22	19.33	19.44
Secretary	18.92	19.14	19.25	19.36	19.47	19.58	19.69	19.80	19.91
Service Utility Person	17.48	17.70	17.81	17.92	18.03	18.14	18.25	18.36	18.47
Sewage/Water Plant Operator I	19.68	19.90	20.01	20.12	20.23	20.34	20.45	20.56	20.67
Sewage/Water Plant Operator II	20.09	20.31	20.42	20.53	20.64	20.75	20.86	20.97	21.08
Small Engine Repairperson	18.89	19.11	19.22	19.33	19.44	19.55	19.66	19.77	19.88
Telecommunicator I	17.85	18.07	18.18	18.29	18.40	18.51	18.62	18.73	18.84
Telecommunicator II	18.63	18.85	18.96	19.07	19.18	19.29	19.40	19.51	19.62
Trades Inspector	26.51	26.73	26.84	26.95	27.06	27.17	27.28	27.39	27.50
Tradesman	21.73	21.95	22.06	22.17	22.28	22.39	22.50	22.61	22.72
Tradesman Electrical (jour)	23.28	23.50	23.61	23.72	23.83	23.94	24.05	24.16	24.27
Tradesman Electrical (master)	24.83	25.05	25.16	25.27	25.38	25.49	25.60	25.71	25.82
Traffic Eng Tech	18.26	18.48	18.59	18.70	18.81	18.92	19.03	19.14	19.25
Water Quality Operator II	20.09	20.31	20.42	20.53	20.64	20.75	20.86	20.97	21.08
Zoning Technician	23.03	23.25	23.36	23.47	23.58	23.69	23.80	23.91	24.02
Zoning Inspector	24.37	24.59	24.70	24.81	24.92	25.03	25.14	25.25	25.36

PROFESSIONAL WAGE SCALE AS OF 1/1/12

	PRE 1/1/12 HIRES	POST 1/1/12 HIRES
Accountant	45,596.80	45,096.80
CD Specialist I	43,201.44	42,701.44
CD Specialist II	46,212.29	45,712.29
CD Specialist III	57,183.02	56,683.02
Cd Spec III/Historial Preserv Spec	57,182.81	56,682.81
Fiscal Officer	48,104.00	47,604.00
Municipal Professional	48,104.16	47,604.16
Planner I	46,874.96	46,874.46
Planner II	50,712.30	50,711.80
Planner III	55,049.14	54,549.14
Revenue Accountant	43,206.96	42,706.96
Librarian I	43,147.66	42,647.66
Librarian II	44,581.89	44,081.89
Librarian II	44,936.56	44,436.56
Librarian II	45,585.09	45,085.09
Librarian II	45,127.63	44,627.63
Librarian III	46,684.22	46,184.22

RESOLUTION NO. _____ 2011

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS
FOLLOWS:

Ratifying the Agreement between the City of Reading and The American
Federation of State and Municipal Employees (AFSCME), Local 3799
effective January 1, 2010 and expiring December 31, 2014.

Adopted by Council _____, 2011

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher CMC
City Clerk

2010 to 2014

RECOMMENDATION

BETWEEN

THE CITY OF READING, PENNSYLVANIA

AND

THE AMERICAN FEDERATION OF STATE,
COUNTY AND
MUNICIPAL EMPLOYEES,
LOCAL 3799

INDEX

PAGE:

	Preamble	3
Article 1	Recognition	4
Article 2	Union Security	5
Article 3	Dues Deduction	6
Article 4	Holidays	7
Article 5	Vacations	8
Article 6	Hours of Work - Overtime	11
Article 7	Call Time & Reporting Time	13
Article 8	Stand-By Time & Electronic Beeper/Cell Phone Time	14
Article 9	Life Insurance	15
Article 10	Wages	16
Article 11	Hospital, Medical & Dental Insurance	18
Article 12	Rest Periods & Meal Periods	21
Article 13	Leave of Absence	22
Article 14	Funeral Leave	23
Article 15	Jury or Witness Duty	24
Article 16	Military Leave	25
Article 17	Childbirth/Child Rearing Leave	26
Article 18	Sick Leave	28
Article 19	Seniority	33
Article 20	Discharge, Demotion, Suspension & Discipline	35
Article 21	Grievance Procedure	36
Article 22	Injury on Duty	37
Article 23	Uniform Allowance, Protective Equipment & Tool Allowance	38
Article 24	General Provisions	39
Article 25	Past Practice	43
Article 26	Management Clause	44
Article 27	No Strike - No Lockout	45
Article 28	Special Provisions Relative to Central Records Personnel	46
Article 29	Duration of Contract	47
Article 30	Political Action Contribution	48
Article 31	Savings Clause	49
Article 32	Operator Certification	50
Article 33	Employee Parking	51
Article 34	Pensions	52
Article 35	Miscellaneous and Appendix I	53
	Authorized Signatures & Attest	55

Exhibit A - Central Records Shifts	56
Exhibit B – Certification of Life Partnership	57
Exhibit C – Pay Rates	59

PREAMBLE

This Recommendation entered into by the City of Reading, Berks County, Pennsylvania, hereinafter referred to as "Employer", and the American Federation of State, County and Municipal Employees, AFL-CIO, and its District Council 88, Local 3799, hereinafter referred to as "Union" has as its purpose the promotion of harmonious relations and cooperation among the Employer, the Union, and each employee to the end that honest, efficient and economical service will be rendered to the public; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment for the employees in this **employee group**.

This Recommendation is a result of the “meet and discuss” provision (Act 195, Section 704) and is not, nor should be deemed, a contract.

ARTICLE 1 - RECOGNITION

Section 1. The Union is recognized by the Employer as the exclusive representative for **meet and discuss** purposes under Act 195 for all full-time first level supervisory employees as defined in the Act.

Section 2. Except as expressly provided otherwise in a specific provision of this Recommendation, the term "Employee" as used in this **Recommendation** shall mean a full-time employee. A full-time employee is one who regularly works at least 35 hours per week **excluding furlough days**.

ARTICLE 2 - UNION SECURITY

Each employee who, on the effective date of this Recommendation, is a member of the Union, and each employee who becomes a member after that date, shall maintain his membership in the Union, provided that such employee may resign from the Union during a period of fifteen (15) days prior to the expiration of this Recommendation.

The Union and the Employer agree that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents, or members against any employee who refused to join the Union or to authorize dues deductions.

The City and the Union agree that all non-members of the Union shall be subject to a fair share fee as provided by applicable State law.

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 3 - DUES DEDUCTION

Section 1. The Employer agrees to deduct the Union dues from the pay of those employees who individually authorize in writing that such deductions be made; said authorization shall be irrevocable by the Employee during the term of this Recommendation, except for a time period consisting of fifteen (15) days prior to the expiration of the then current contract. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted within the thirty (30) days, except under extenuating circumstances, together with an itemized statement and a list bearing thereon the name of the employees for whom the deductions are made to the Business Manager, District Council 88.

Section 2. The Union hereby certifies that its present amount of membership dues are established. In the event the amount of dues is hereinafter changed, such changes shall be provided in writing to the Employer thirty (30) days prior to any change in dues deductions.

Section 3. The Employer further agrees to deduct a fair share fee **in equal installments based on the number of payrolls per calendar year** from all employees in this employee group who are not members of the Union. Authorization from non-members to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made.

Section 4. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 4 - HOLIDAYS

Section 1. The following days shall be recognized as paid holidays:

**New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas day**

Section 2. Monday shall be recognized as the holiday for all holidays that occur on Sunday, and Friday for all holidays that occur on Saturday.

Section 3. If an employee is called upon to and does work on any of the holidays set forth in Section 1 of this Article, he shall be paid as provided in Article 6.

Section 4. Any employee who is absent without paid leave or reasonable excuse, either the workday before or after a holiday will forfeit the holiday pay.

Section 5. Established holidays may be changed only by mutual Agreement.

Section 6. The holiday observance shall be those established by Federal observance.

Section 7. Each employee shall be granted two (2) personal days; however, the scheduling of said days shall not disrupt the efficient operations of the City.

Section 8. To the extent that the provisions of this Article conflict with the provisions of Article 29 which applies solely to certain members of the **employee group** who have been assigned to the Department of Police, the provisions of Article 29 shall control rather than the provisions of this Article.

ARTICLE 5 - VACATIONS

Section 1. Employees **hired prior to June 11, 2010**, shall earn vacation leave according to the following schedule:

- a. 5/12 of a day a month for the first year of service.
- b. For the second year to the eighth year of service - two weeks or ten (10) work days.
- c. After eight (8) years of service - three weeks or fifteen (15) work days.
- d. After fourteen (14) years of service - four weeks or twenty (20) work days.
- e. After twenty (20) years of service - five weeks or twenty-five (25) work days.
- f. After twenty-five (25) years of service - six weeks or thirty (30) work days.

Employees hired on or after June 11, 2010, shall earn vacation leave according to the following schedule:

- a. After one (1) year of service – 5 days**
- b. After five (5) years of service – 10 days**
- c. After ten (10) years of service – 15 days**
- d. After fifteen (15) years of service – 20 days**

Section 2. Years of service shall be defined to mean:

The anniversary year in which the individual shall have completed the specified number of years. The years of service shall be computed from the first day of the anniversary year following the completion of the specified number of years within each category.

"Years of service" shall mean all years of continuous service since the last date of hire as a City employee.

Section 3. All vacation leave will be subject to the following conditions:

- a. No employee shall receive vacation leave in excess of the amount

accruing.

- b. Vacation leave is not intended to be accumulated.
- c. Vacation leave must be taken in blocks or not less than five (5) working days and at time approved by the Department Head; however, a total of fifty percent (50%) of vacation leave may be taken in one or more day groupings. Employees with less than ten (10) days vacation time accrued may take vacation in one or more day groupings as approved by the Department Head.
- d. Vacation preference requests to be effective after March 1, of each year must be submitted by February 15, of the same year. An employee who has not expressed his preference for vacation time prior to February 15 shall have a vacation time scheduled by his Division Manager. If the employee thereafter expresses a preference for a different vacation time, his vacation time may be re-scheduled so as not to interfere with production requirements or the vacation schedule of other employees in the division.
- e. In scheduling vacation for the month of January and February, the employee will be given preference according to seniority, and must request vacation by December 1, of the preceding year.
- f. Vacation preference shall be granted to employees with the greatest seniority in the division, subject, however, to the work needs of the City, which shall control all vacation scheduling. Vacation time earned shall not be restricted to any particular month or period in the year.

Vacation scheduling shall as nearly as possible, in keeping with the needs of the Employer, be balanced equally throughout the year by dividing the division's total vacation liability by fifty-two (52) weeks.

- g. Vacation leave shall be earned by and granted only to permanent full-time employees.
- h. No vacation shall be taken during an employee's first six (6) months of employment.
- i. On termination of employment an employee shall receive a pro rata vacation leave in the category set out above as of the date of termination, except that on retirement there shall be no pro rating.
- j. Consideration may be given for emergency vacation requests.

- k. An employee who becomes ill and is hospitalized during his/her vacation may change his/her absence to sick leave provided that he/she furnishes a physician's certificate to the Employee.

Section 4. If a holiday occurs during the calendar week in which a vacation is taken by an employee, at the option of the employee, the vacation may be extended by one (1) additional day or the employee may take one day as a personal holiday on a date mutually agreed upon between the employee and his/her supervisor.

Section 5. To the extent that the provisions of this Article conflict with the provisions of Article 29 which applies solely to certain members of this **employee group** who have been assigned to the Department of Police, the provisions of Article 29 shall control rather than the provisions of this Article.

Section 6. All vacation must be scheduled in accordance with Section 3 above and must be taken during the calendar year; provided, that if an employee is prevented by the Employer from taking their scheduled vacation in either the months of November or December due to an emergency, then said employee may reschedule their vacation at a mutually convenient time for the Employee and said vacation may be carried over into the following year. Any carry-over for vacation under this section shall be in writing approved by the **Managing** Director.

For purposes of this section alone, emergencies shall mean a cause or event which affects the employer's operation and causes the employer in its sole discretion to cancel the employee's vacation. It specifically does not include any cause or reason in the employee's personal life, whereby the employee is attempting to reschedule their vacation for any reason whatsoever.

ARTICLE 6 - HOURS OF WORK - OVERTIME

Section 1. The total number of hours of employment shall remain as at present except that as of July 1, 1974, employees working in the same office shall work the same number of hours, which number of hours shall be the greater of the hours worked by persons in that office, and any employees doing the same work outside of City Hall shall work the same number of hours, which number of hours shall be the greater of the hours worked by persons outside of City Hall. As far as practical, this work day shall conform with the established hours of business. This conformity shall not interfere with the special schedules governing departments operating more than eight (8) hours in each calendar day. Nor shall this provision for an eight (8) hour day be construed as prohibiting the creation of part-time employment or the establishment of rotative, staggered or shortened work periods.

Section 2. Except in seven-day a week City operations, the normal work week shall be for full-time employees Monday thru Friday, forty (40) hours, modified as above. However, nothing in this Recommendation shall be construed as a guarantee or limitation of the number of hours to be worked per week.

Section 3. One and one-half times the employees regular hourly rate of pay shall be paid for work under any of the following conditions:

- a. For any work performed in excess of eight (8) hours in any work day.
- b. For any work performed in excess of forty (40) hours in any work week.
- c. For any work performed on Saturday except in the case of employees who regularly work in operations which function seven (7) days a week.

Section 4. One and **one-half** the employees regular hourly rate of pay shall be paid for any work performed on Sunday, unless that day be part of the employees regular scheduled work week. Said rate shall also be paid for all consecutive hours worked beyond sixteen (16).

Section 5. Employees working on holidays, except for those specifically mentioned below, shall receive one and **one-half** the employees regular hourly rate for the first (8) eight hours worked plus the holiday pay. Any hours worked in excess of eight (8) hours on a holiday shall be paid at one and **one-half** the employees regular hourly rate.

Employees shall be paid double time for time worked on New Year's Day, Fourth of July, Thanksgiving Day and Christmas Day.

Section 6. Payment for overtime is to be made on the first pay period following the pay period in which the overtime is worked.

Section 7. Overtime or duplicate pay of any kind shall not be pyramided.

Section 8. In any seven day operation, where an employee works a sixth consecutive day, he shall be paid time and one-half for that day and time and **one and one-half** time on the seventh consecutive day.

Section 9. In the event an employee requests compensatory time in lieu of payment for any of the above mentioned hours of work, compensatory time shall be given on a straight hour for hour basis; except that in cases over eight hours in any one day or forty hours in one week such compensatory time will be given at the rate of one and one-half hours for each hour worked over said limitations. Any compensatory time shall be scheduled with the approval of the applicable Division head and shall be in writing and shall be scheduled so as not to interfere with Division operations. However, any employees right to request compensatory time shall be limited to compliance with the Fair Labor Standards Act.

Section 10. The parties agree the employees the Police Records Office and Police Radio Room work week will consist of forty (40) hours.

Section 11. Only hours actually worked, paid vacation leave, paid holidays, paid personal days, paid bereavement leave, and paid jury duty leave shall be counted toward the computation of overtime. Paid sick leave, paid compensatory time, and other paid leaves shall not count toward the computation of overtime.

Section 12. Overtime shall be rounded to the nearest tenth of an hour instead of to the highest quarter.

ARTICLE 7 - CALL TIME & REPORTING TIME

Section 1. Employees called into work outside of his/her regular work shift shall be guaranteed a minimum of two (2) hours of pay at the appropriate hourly rate. Said employee shall not be required to remain for the full two (2) hours if the employee has completed the tasks for which the employee is called in. If said employee is called back within the two (2) hours, the employee shall receive no additional call out time.

Section 2. An employee reporting to work at his/her regularly scheduled shift and sent home to return at a later time on the same day shall receive two (2) hours pay at the employee's regular rate but not to be computed in overtime unless actually worked. This Article shall not apply to snow days or snow alerts.

ARTICLE 8 - STAND-BY TIME AND ELECTRONIC BEEPER/CELL PHONE TIME

When the employer for any reason requires any employee to be on stand-by time, at his home, the request shall be in writing to the employee. The employee shall receive one-quarter (1/4) of his regular hourly rate of pay for all stand-by hours.

Employer agrees that stand-by time shall be equalized among employees in the same manner as overtime.

For purpose of this Article alone Employer and Union agree that to the extent that any employee is given an electronic beeper/cell phone* to enable Employer to contact Employees that employee shall be entitled to a flat payment of \$14.00 per day on account of having electronic beeper/cell phone*; provided however that if employee is called to work he shall be entitled to compensation in accordance with overtime and call time sections of this contract.

The Supervisor of Recreation assigned to carry a radio/cell phone* during the hours of 5 to 10 pm during the summer months will be compensated at one (1) hour of pay or one (1) hour of compensatory time at the option of the employee per diem.

Two (2) hours of pay per month shall be paid to the Shift Supervisor in Police Records for being on-call as required.

For purposes of this Article any employee given an electronic beeper/cell phone* shall only be entitled to the \$14.00 per day flat payment and shall not be considered to be on stand-by time.

*City cell phones shall be carried instead of beepers.

ARTICLE 9 - LIFE INSURANCE

Section 1. The employer shall provide for each employee group life insurance, with accidental death and dismemberment benefits in the amount of **\$25,000**.

ARTICLE 10 - WAGES

Section 1. During the term of this Recommendation wage increases will be as follows:

- a) Effective 1/1/10 each employee shall receive a 0% across the board increase over their respective hourly rate.**
- b) Effective 1/1/11 each employee shall receive a 0% across the board increase over their respective hourly rate.**
- c) Effective 1/1/12 each employee shall receive a 0% across the board increase over their respective hourly rate.**
- d) Effective 1/1/13 each employee shall receive a 2% across the board increase over their respective hourly rate.**
- e) Effective 1/1/14, each employee shall received a 2% across the board increase over their respective hourly rate.**

Employees who are currently eligible and receiving longevity pay shall have their longevity pay frozen at the current rate. Longevity pay shall be available or provided to any employee hired after June 11, 2010.

Section 2. It is understood and agreed by and between the parties hereto that variations in pay and hours of work shall not be the subject of any grievance or charge of discrimination.

Section 3. There shall be a shift differential payment whereby any employee assigned to the second shift shall be paid the additional sum of \$.25 per hour as shift differential and any employee assigned to the third shift shall be paid the additional sum of \$.35 per hour. In order to qualify for shift differential the employee must be assigned to either the second or third shift and this payment will not apply to any employee working overtime beyond the first shifts normal termination point.

An employee who works two (2) hours or more in a single shift and continues to work two (2) or more hours into a shift with a higher differential shall receive the higher shift differential for all hours worked in the shift with the higher differential.

Section 4. Effective 1/1/06, an additional wage increase of \$1.50/hour shall be paid for all employees in this unit holding the position of Foreman – Highways, Foreman – City Garage and Foreman – Public Property (excluding City Hall maintenance) and any other positions deemed appropriate in the

future by mutual Recommendation with AFSCME Local 3799 and the City of Reading. It is understood, in the event the City hires a management employee over these positions in the future, the \$1.50/hour wage increase shall cease.

Section 5. There shall be direct deposit of paychecks for all employees hired after the execution of the date of this Recommendation and for current employees who request direct deposit.

Section 6. Effective 1/1/11, the following positions will have their hourly rate increased by \$1.25/hr as a result of said positions requiring a commercial drivers license:

**Foreman – Sanitary Sewers
Foreman – Highways
Foreman – Parks two (2)
Foreman - Garage**

ARTICLE 11 - HOSPITAL, MEDICAL AND DENTAL INSURANCE

Section 1. Effective January 1, 2010, the city will offer three (3) insurance plans which includes prescription to employees from which the employee may select the coverage they desire.

Section 2. The City shall pay the following allotment towards health and prescription coverage. The employee will be responsible for the remaining balance.

	2011	2012	2013	2014
SINGLE	\$ 450	\$ 473	\$ 497	\$ 521
DUAL	\$ 914	\$ 960	\$ 1,008	\$ 1,058
FAMILY	\$ 1,341	\$ 1,408	\$ 1,479	\$ 1,553

Section 3. Employees will have the option of selecting dental and vision coverage at the additional cost as determined by the plan.

The City will provide a Section 125 plan to assist in the pre-tax deduction for the health-care contributions, unreimbursed medical costs and dependent daycare.

Section 4. The Employer shall have the right at any time to change or substitute carriers to provide any benefits set forth in this Recommendation so long as the benefits are substantially similar. In determining whether the benefits and Plan are “substantially similar,” consideration shall be given to the similarity and benefits provided, out-of-pocket expenditures for members, the provider network and facilities, and the Employee group’s utilization of the Plan. The Employer shall have no duty to offer a plan which is unavailable to the Employer. Before making any healthcare or insurance plan benefits changes, (1) the Employer shall provide the Union at least thirty (30) days advance notice and the opportunity to review the carrier and benefits, and (2) the Employer shall provide the Union with information, including the description of the benefits, premium co-payments, plan deductibles and plan co-payments.

Section 5. All employees are hereby required to comply with the rules and regulations of the Employer with regard to precertification as more fully set forth in the attached Exhibit "D" with the understanding that during the time period January 1, 1987 thru December 31, 1987 there will be no penalty imposed for on any employee who fails to comply with precertification

requirements. Effective January 1, 1988 any employee who fails to comply with precertification in accordance with the aforesaid rules and regulations shall be subjected to a 20% penalty whereby said employees shall be responsible for 20% of any costs.

Section 6. For employees who retire after January 1, 1990, the City shall provide and pay for the same medical benefits as those provided for active employees, under the following conditions:

- a. The employee must qualify for either a full pension or a disability pension under the City pension Ordinances.
- b. Only the employee and the employee's spouse shall be eligible for coverage so long as they remain as a spouse.
- c. The benefits shall not be provided for employees who are eligible for coverage under the group medical insurance plan of another employer or a spouse's employer or who subsequently become eligible under another plan.
- d. The benefits shall cease when the employee attains sixty-five of age and qualifies for Medicare and/or Medicaid coverage.
- e. Upon the death of the retired employee, the employer shall not be required to continue any coverage for surviving spouse.
- f. During the period of coverage, the City may require proof of eligibility for the above benefits.
- g. Retirees shall not be carried on the City's health insurance if retiree has available substantially similar health insurance coverage at no greater cost than retiree had to pay to the City. (See employee contribution rates listed above)
- h. Employee contributions for medical benefits will continue into retirement for employees retiring (and eligible for benefits) after January 1, 2007 effective January 1, 2007.

There shall be no post retirement medical and prescription benefits provided to any employee hired on or after 6/11/10.

Section 7. Employee contributions for medical benefits will continue into retirement for employees retiring (and eligible for benefits) after January 1, 2007 effective January 1, 2007, **except that those employees retiring on or after June 11, 2010, shall have the City allotment towards their health care capped at the amount paid upon retirement. Said retirees shall bear the increases of any healthcare thereafter.**

Section 8. **The City shall perform an audit of eligible employees/retirees and their dependent(s) to assure only eligible employees/retirees and dependent(s) are covered under the City's**

insurance plans.

Section 9. Employees are required to complete a health risk assessment with the City's wellness program by July 1st of each calendar year. Those who do not comply will receive a 25% increase in their payroll co-pay premiums.

ARTICLE 12 - REST PERIODS & MEAL PERIODS

Section 1. All employees work schedules shall provide for a ten minute rest period during each one-half work shift. The rest period shall be scheduled whenever possible at the middle of such one-half shift.

Section 2. All employees shall be granted a lunch period during the third to fifth hours of their work day which lunch period shall be unpaid except for 24 hour operations.

Section 3. An employee who has worked sixteen (16) hours or more consecutively shall have the option of an eight (8) hours rest period, except in the case where an employee's services are required to meet an emergency.

ARTICLE 13 - LEAVE OF ABSENCE

1. Employer will permit a leave of absence not to exceed sixty (60) calendar days without pay in cases where required by disability and other circumstances; the decision to grant the leave of absence shall be made by the **managing director and** department head upon application by the Employee. The **managing director and** department head's decision to grant or deny a leave of absence or a decision with regard to the length of time granted up to sixty (60) days shall be arbitrable by the Union.
2. For any leave of absence beyond the initial sixty (60) day period employees shall have the right to make said requests to the **managing director and** department head and the **managing director and** department head shall have the right to grant such requests for additional leave of absences as the department head in his sole discretion determines to be appropriate. The decision of the **managing director and** department head to grant or deny any additional leave of absences following the initial sixty (60) day period shall be non-arbitrable. Notwithstanding this matter is not subject to arbitration the Union shall have the right to meet with the department head for purposes of discussing the **managing director and** department head's decision and supplying **managing director and** department head with any additional information they feel relevant.
3. Employees desiring a leave of absence shall pick up the necessary forms in the Human Resources Office and after preparing the request, return the request to the Human Resources Office which request in its completed form must be submitted to the Human Resources Office not later than five (5) days before the leave requested is to begin.
4. The requests shall be answered by the **managing director and** department head within five (5) days.
5. Employee shall continue to accrue seniority while on such leave of absence. No other benefits shall be received or accrued by an employee during such leave of absence, except as provided in Article 11.
6. In the event that leave under this Article qualifies as leave authorized as Family Medical Leave, leave under this Article shall be taken concurrently with any available FMLA leave.

Article 14 - Funeral Leave

Employees shall receive leave with pay in the event of a death in the family as follows:

In the case of spouse, parents, children, brother, sister, grandparents, mother-in-law, father-in-law, **step-father, step-mother, life partner***, grandchild or step-child living or not living in the household, from the day of death to day after funeral, for a maximum of four (4) days.

In the case of the death of brother-in-law, sister-in-law, step-child not living in the household, aunt or uncle, **step-brother, step-sister, aunt and uncle of spouse, and great grandparents**, for one (1) day before and one (1) day of the funeral.

***Employee must complete a life partner application (showing one (1) item of proof) with the Human Resources Office by January of each year to be eligible for this paid leave. (SEE EXHIBIT B)**

ARTICLE 15 - JURY OR WITNESS DUTY

An employee called to serve as a juror or sub-poenaed in court proceedings as a witness in any case other than one in which he/she is a party, will be excused from work and shall for that time be paid the difference, if any, between the compensation received as a juror or witness and his/her regular wages.

ARTICLE 16 - MILITARY LEAVE

Section 1. Employees who are required to report for active duty shall be granted a military leave of absence subject to applicable Federal and State legislation.

Section 2. Employees who report for annual military training shall have such time, for a maximum of fifteen (15) days per year. Employees shall be paid for such time the difference, if any, between what they receive in any way as military compensation and their regular pay.

ARTICLE 17 – CHILDBIRTH/CHILD REARING LEAVE

Section 1. An employee who has become a parent by natural birth may apply for unpaid leave for the purpose of child care. The child care leave shall not exceed a period of six (6) consecutive calendar months which six (6) month period shall begin upon the first day of leave.

Section 2. The employee shall give written notice of the desire to take such leave at such time as the pregnancy has been definitely determined and submit a written application to his/her supervisor for such leave by the end of the fifth month of pregnancy but in no event less than one month prior to the beginning of the requested leave. Such notice shall be accompanied by a physician's certificate setting forth the date of the expected birth if the leave is to begin heretofore. Failure to make application as here provided shall be the basis for termination of employee status.

In no case shall the employee be required to take leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position.

While on leave, the employee's duties shall be performed by remaining staff and the position be kept vacant or they shall be performed by a substitute employee.

Section 3. An employee who adopts a child under the age of six (6) years may apply for an unpaid leave of up to six (6) calendar months which shall begin when the child is physically turned over to the employee or on a date reasonably in advance thereof as may be agreed by the Employer and employee. The employee shall give notice of the desire to take such leave as soon as the employee knows that the child intended to be adopted will be acquired.

Section 4. Application for return to employment shall be made to the supervisor at least two (2) weeks prior to the end of the leave and in the case of a mother with a newborn child shall be accompanied by a physician's certificate that the employee at the termination of the leave will be fully capable of carrying out her duties.

Section 5. An employee on unpaid child rearing leave shall not accrue sick leave days during such leave.

Section 6. Employees has the right to return to the same position in the same classification he/she held before going on child rearing leave, or to an equivalent position with regard to pay and skill and seniority.

Section 7. Employee shall continue to accrue seniority while on such

leave. No other benefits shall be received or accrued by an employee during such leave of absence, except as provided in Article 11.

Section 8. An employee **shall** use accrued sick leave for the period that she is unable to work as certified by a physician. All other periods of leave related to childbirth leave shall be leave without pay. Unused leave shall be carried over until her return.

Section 9. Employees who have been granted a child rearing leave shall be allowed to return to work part-time during said child rearing leave subject the six (6) month limitation set forth in Section 1 of this Article.

Section 10. In the event that leave under this Article qualifies as leave authorized as Family Medical Leave, leave under this Article shall be taken concurrently with any available FMLA leave.

ARTICLE 18 - SICK LEAVE

Section 1. Each employee in this **employee group** may use a total of three (3) sick leave days per year for illness or injury to a family member living in the household. Otherwise, sick leave is granted for illness and injury and payment of sick leave is restricted to that.

Section 2. Employees shall be allowed twelve (12) sick leave days per year which shall be accumulated at the rate of one (1) day per working month. However, no sick leave shall be accumulated unless an employee works at least half the days during the month, when an employee is on sick leave.

Section 3. Any employee using sick leave shall report by telephone or messenger to his/her supervisor not less than one hour before the scheduled starting time for that days work.

Section 4. Each employee shall receive sick leave from his/her first day of sickness.

Section 5. It shall be the prerogative of the Division Head **or Human Resources Office** to require an employee to provide a physician's certificate in any instance where sick leave has been used and the possibility of abuse or improper use is suspected. Such certificate shall state that the employee has been examined, the nature of the illness or injury, that the employee is unfit to work and the probable date at which the employee will be able to return to work. The Division Head may also require that an employee returning from sick leave supply a physician's certificate that the employee is sufficiently recovered from the illness which caused the absence to return to work.

The City shall establish a sick leave policy that gives management the discretion to impose sanctions to control sick leave use. The City will meet and discuss the creation of said policy with the unit, however, the final policy is at the discretion of the City.

Section 6. Employees shall be required to provide a physician's certificate for three (3) or more consecutive days of absence.

Section 7. The City can immediately discipline **up to and including termination** for violation of Section 5 and/or Section 6 of this Article.

Section 8. Employees shall earn sick leave from his date of hire, however, no sick leave shall be granted during an employees probationary period.

Section 9. An employee shall not be entitled to sick leave when the injury or illness is attributable to employment outside the City service.

Section 10. Employee shall accrue unused sick leave from year to year with a maximum accumulation of **sixty (60)** days. However, employees who have prior to the effective date of this contract accumulated an amount of sick leave in excess of **sixty (60)** days shall retain their current accumulated total. Any employee who has accumulated sick leave in excess of the **sixty (60)** day maximum shall be red-lined at his/her level of accumulation. No employee who has accumulated an excess of **sixty (60)** days of sick leave shall be allowed to accumulate any other sick leave until and unless such person goes below the **sixty (60)** day maximum. Said person shall only be able to accumulate sick leave once they have initially gone below the **sixty (60)** day limit.

Section 11. The sick leave pool shall work in accordance with the following regulations:

- a. In addition to the sick leave which each employee accrues individually, the Employer agrees to contribute to the sick leave pool, sick leave days at the rate of one day per month per employee in the same manner and according to the same provisions that sick leave is accumulated by the employees individually. In no event shall the total contribution by the Employer per employee exceed twelve (12) in one year; however, said total may be less than that for an individual employee who has not qualified for a maximum of twelve (12) in any one year.
- b. No employee shall be allowed to draw from the sick leave pool unless they have accumulated 30 sick leave days as of the time of the on set of their illness or injury.
- c. No employee shall be eligible to utilize sick leave from the pool unless that employee has an extended illness and has exhausted his or her regular leave; provided however that no employee shall be eligible for the sick leave pool until such time as the employee has utilized all of his/her accumulated sick leave days, vacation, personal days, and compensatory time.
- d. Any employee desiring to utilize sick leave from the pool shall have satisfactory evidence demonstrating that their illness or injury is such that it will continue for an extended period. In order to qualify as an extended period of illness or injury, the employee shall be required to submit a medical opinion in form and manner satisfactory to the employer that in the opinion of a physician the employee's illness or injury will totally incapacitate Said employee for a period of not less than 30 days after the date that the employee has expended his/her accumulated sick leave. In the event that an employee submits a report by a physician and the

City would question the validity or the conclusion of the physician, the City shall have the right to have the matter reviewed by the City Health Officer. In the event of a dispute between the opinion of the attending physician and that of the City Health Officer, those two doctors shall refer the matter to a third physician mutually agreeable to the two physicians and the opinion of the third physician shall be binding on both parties. The fee for any report or examination from the third physician shall be borne equally by both parties.

- e. Any employee who has been approved for utilization of sick leave from the sick pool shall only be entitled to draw from said sick leave pool for a maximum of seven (7) calendar months.
- f. Any employee who is approved for utilization of the sick leave from the pool shall, as a condition of continued participation in the pool, submit a statement from his attending physician every two weeks indicating that the total disability is continuing as of that date.
- g. In the event that the illness or disability which qualifies an employee for entrance into the sick leave pool program was caused by the actions or conduct of a third party and the employee as a result of litigation, a claim or settlement with said third party is reimbursed for lost wages on account of the actions of said third party, the employee shall be responsible to reimburse the City for monies paid by the City as a result of the employee's participation in the sick pool program.
- h. Both parties agree that the application for the right to utilize sick leave days from the pool shall be made by the employee on a written form, which form shall be signed by both the employee and the Union and no employee shall have the right for admission into the sick leave pool program without the approval of the Union. City agrees to provide both the Union and the employee with a copy of its decision on any application for utilization of the sick leave pool.
- i. An employee with five years seniority who has accumulated a minimum of thirty (30) sick leave days or more who then experiences an illness of sixteen working days or more will be eligible to accrue sick leave at the rate of 2-1/2 days per month for the total number of months it would take them to reach a thirty (30) day accumulation. The total number of months during which the employee may accumulate at the rate of 2-1/2 days per month rate shall be as set forth in the schedule below. During the number of months that the employee would be entitled to accumulate at the 2-1/2 day rate, any absences shall be subtracted from the days

being-accumulated. At the end of the period of months during which the employee is entitled to accumulate at the rate of 2-1/2 days per month, the employee would then revert back to the one day a month as set forth in Section 2 above.

SCHEDULE

BALANCE OF SICK DAYS ELIGIBLE	NUMBER OF MONTHS TO ACCUMULATE 2-1/2 PER MONTH
REMAINING	
29	1
28	1
27	1
26	2
25	2
24	2
23	3
22	3
21	4
20	4
19	4
18	5
17	5
16	5
15	6
14	6
13	7
12	7
11	8
10	8
9	8
8	9
7	9
6	10
5	10
4	10
3	11
2	11
1	12
0	12

Section 12. Employees who for a **one (1) year calendar period** have not used any sick leave or been off sick, and all of whose absences have been authorized, shall be entitled to either one (1) day of paid leave or one (1) day pay at straight time.

Section 13. Upon retirement all eligible employees shall be paid at the rate of \$20.00 per day for all unused sick leave. For purposes of this Section, retirement shall be defined as age 55 with 20 years of service for employees hired prior to January 1, 1988; and age 65 with 25 years of service for employees hired after January 1, 1988.

Section 14. Employees may donate paid leave for any employee who is absent without pay due to unforeseen circumstances. Said request shall come from the Union and be approved by the City. Employees absent due to their own illness/injury may have any type of leave donated to their account. Employees absent for other reasons may have any leave other than sick leave donated to their account. The parties agree that employees in this employee group may accept/donate appropriate leave to persons outside of this employee group. Leave from employees who already announced their retirement/separation in writing will not be allowed. Additionally, only those employees who are in need of leave after expiration of their leave, and requested by the Union, are allowed.

ARTICLE 19 - SENIORITY

Section 1. Seniority means an employee's length of continuous service with the Employer since his last date of hire.

Section 2. **Employees shall be considered probationary employees for their first 180 days of employment, and** shall be added to the seniority list 180 days after their date of hire.

Section 3. A seniority list showing current and continuous service of each employee shall be available to all employees in the Human Resources Office and a list showing date of hire shall be supplied to the Union annually.

Section 4. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return to work as recalled after a lay-off within two weeks absence due to working elsewhere.

There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

An absence of three (3) consecutive scheduled working days without the Employer's express consent, in the absence of extenuating circumstances, failure to return to work as required after termination of leave of absence unless an extension of leave has been granted on request made no less than five (5) days prior to the expiration of said leave will mean termination of employment and therefore seniority.

Section 5. In the event of a reduction in the work force, employees covered by this Recommendation shall have the opportunity to accept the first rank and file vacancy for which they are qualified for, City wide. Employees in this **employee group** who are transferred into the rank and file unit shall carry over their seniority into the rank and file unit.

In the event of lay-off, such lay-off shall be by inverse order of seniority within a classification.. Employees will be allowed to "bump" junior employees in the same or lower paid classification, provided, however, the employee is qualified and capable of performing the responsibilities of the position.

In the event of lay-off, employees shall be given a notice of not less than **ten (10)** days.

Section 6. In the case of recall, said recall shall be on the basis of inverse lay-off by classification provided the employee is qualified of performing the required work. Recall rights shall expire after eighteen (18) month lay-off.

Section 7. The Employer agrees that shift assignments will be made by seniority within a job classification so long as qualifications between the employees or among employees is equal.

Section 8. To the extent that the provisions of this Article conflict with the provisions of Article 29 which applies solely to certain members of this **employee group** who have been assigned to the Department of Police, the provisions of Article 29 shall control rather than the provisions of this Article.

Section 9. Any tie in seniority will be settled by lot.

ARTICLE 20 - DISCHARGE, DEMOTION, SUSPENSION & DISCIPLINE

Section 1. The Employer reserves the right to discipline for just cause and such discipline shall be subject to the grievance procedure as set out herein. Discharge process shall begin at Step II of the grievance procedure.

The City will provide the Union with notices of all disciplinary action taken against any member of the **employee group** and copies of such disciplinary notices will be made available to the Union no later than five (5) working days prior to any disciplinary action.

Section 2. Each employee group employee shall be supplied with an outline of the City's Human Resources Policies and Procedures Manual.

Section 3. The Employer agrees to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. The Union and Employer agree **members/non-members in this employee group** and the Employer shall treat each other with mutual dignity and respect at all times.

Section 4. If an employee is to be reprimanded for a matter likely to result in discharge, suspension or written reprimand report, the employee has the right to Union representation.

Section 5. The probationary period shall be one hundred eighty (180) days; probationary employees shall not have access to the grievance and arbitration procedure; the Employer does not need just cause to discharge or discipline probationary employees, but rather said employees shall be treated as at-will employees.

ARTICLE 21 - GRIEVANCE PROCEDURE

Section 1. Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Recommendation shall be settled in the following manner:

Step 1:

The Union shall present in writing the grievance to the grievant's immediate supervisor and a copy to the Human Resources Office within ten (10) calendar days of its occurrence or knowledge thereof. The supervisor shall respond in ten (10) calendar days.

Step 2:

If the grievance remains unsettled, the Union within ten (10) calendar days of the receipt of the supervisors answer, shall in writing appeal the grievance to the Human Resources Office, who shall have ten (10) calendar days to respond.

Step 3:

If the grievance remains unsettled the Union within ten (10) calendar days of the receipt of the Human Resources Director's answer, shall appeal the grievance to the Mayor or his designee. The Mayor or his designee shall have fifteen (15) calendar days to respond. The decision of the Mayor or his designee shall be final and binding.

Section 2. Any grievance not settled within the prescribed time limits shall be considered **denied and the grievance can be moved to the next level of the grievance procedure.**

Section 3. Employees shall be permitted to have a representative of the Union present at each step of the grievance procedure.

Employees selected by the Union to act as Union representatives shall be known as Stewards. A written list of the Union Stewards (such lists to outline the area to be represented by Stewards), shall be furnished to the Employer immediately after their designation by the Union. The Union shall notify the Employer of any changes of such Union Stewards. The number of Union Stewards shall be limited to ten (10).

Stewards shall be granted reasonable time during working hours and so long as it does not interfere with the performance of their duties, to process

specific grievances without loss of pay.

ARTICLE 22 - INJURY ON DUTY

An employee who sustains a work related injury, as a result of which he/she is disabled, shall be paid the difference between the monies to which he/she may be entitled under workmen's compensation, social security, or other applicable disability benefits and his/her full salary which difference shall be charged to his/her sick leave, and shall be paid only to the extent of his/her accrued sick leave; provided however that the City will only continue its past practice of paying 100% of the employees salary while the workmen's compensation claim is being processed so long as appropriate guarantees can be realized insuring that the City gets appropriate reimbursement for employees once the claim has been completely processed.

Employees will be charged with paid leave, other than sick leave, only at the written request of the employee.

ARTICLE 23 – UNIFORM ALLOWANCE, PROTECTIVE EQUIPMENT
& TOOL ALLOWANCE

Section 1. If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee's by the Employer; the cost of maintaining the uniform or protective clothing in proper working conditions (including tailoring, dry cleaning, and laundering) shall be paid by the employee, except that if damaged or destroyed on job Employer will repair or replace same.

The City shall have the right to terminate the uniform policy but not to amend the policy.

Section 2. The City of Reading requires all vehicle mechanics to purchase and maintain their own tools. These tools will be maintained in a tool box.

The City of Reading will provide a tool allowance of \$500.00 per year per employee with the understanding that this allowance is for the entire calendar year. If an employee is transferred or terminated voluntarily or involuntarily for any reason and has utilized their tool allowance greater than a pro-rated amount of **forty-one** dollars (**\$41.00**) per month, the City shall be entitled to a refund to the extent that the tool allowance has exceeded said prorated amount. And further the City is authorized to deduct said prorated portion to which it is entitled from any funds which it owes the terminated or transferred employee. This allowance may be used to purchase replacement or newly developed tools. Replacement tools will be purchased on a one for one basis. For example, if an employee has a worn out wrench, brings the wrench to the supervisor. " The supervisor will take the wrench and note that the employee can purchase a replacement tool from the various name-brand vendors who currently visit the shops. The employee then purchases the tool and presents the receipt to the supervisor for reimbursement.

The employee promises to maintain all tools in proper order and to purchase only those tools necessary to keep proficient in his/her City job.

Section 3. Safety shoes with steel toes in accordance with the Employee Safety Program shall be required to all employees who work at outside worksites, or those employees who are required to wear safety shoes, including but not limited to Public Works employees, Codes Inspectors, Rehab Specialists and Reading Area Water Authority employees. Each employee will receive a seventy-five dollar (\$75.00) boot allowance to be paid yearly in April to those employee's requiring steel toe safety shoes, **except that no boot allowance has/will be paid for 2010.**

ARTICLE 24 - GENERAL PROVISIONS

Section 1. Both the Employer and the Union agree not to discriminate against any employee on the basis of race, creed, color; sex, political affiliation, marital status, age, national origin, union membership, or non-union membership. As used in this Recommendation with the exception of Article 17 masculine and/or feminine pronouns where appropriate shall be deemed to include members of the opposite sex.

Section 2. The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of officers of the Union and any other material related to Union business. Furthermore, the Union shall not post material detrimental to the labor management relationship nor of a political or controversial nature. The Union may send mail related to Union business to local official Union representatives at appropriate facilities to which mail is delivered.

No Union member or representative shall solicit members, engage in organizational work, or participate in other Union activities during working hours on the Employer's premises except as provided for in the processing of grievances.

Union members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct Union business during non-work hours upon obtaining permission from the Employer's Human Resources officer or his designated representative. Any additional costs involved in such use must be paid for by the Union.

Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if notification is given to the Human Resources officer or his designated representative. If the Union representative is an employee of the Employer he shall request from his immediate supervisor reasonable time off from his regular duties to process such grievances. The Employer will provide a reasonable number of employees with time off, if required, to attend negotiating meetings. Such visits shall not interfere with, hamper, or obstruct normal operations of the Employer.

Section 3. During the term of this Recommendation, the Employer shall have full right to contract out or sub-contract any City operation or work performed by employees in this **employee group** if in the judgment of the Employer such action is deemed in the public interest and this right and responsibility shall not be subject to negotiation.

Section 4. The Union will be entitled to representation on a safety committee and said committee will attempt to meet on a monthly basis or as the need arises. The City will continue to make reasonable provisions for the

health and safety of its employee's and will comply with all applicable Federal, State and Local laws, regulations and codes.

The Safety Committee will function as a policy advisory group, reviewing current policy and working conditions, and recommend new ideas and improved methods to promote safety.

Section 5. The Employer and the Union agree that each employee shall, at the election of the City receive a complete physical examination by the City Health Officer and at option of the employee shall receive all shots and inoculations necessary to protect the health of the employee, at no cost to the employee.

Section 6. The Employer has available a classification plan which defines and describes representative duties and responsibilities and sets forth the minimum requirements and qualifications essential to the performance of the work of the class. If an employee considers his position to be improperly classified, the employee shall appeal such classification at the second step of the grievance procedure set forth in this Recommendation. The decision of the Employer shall be final, binding and determinative of the issue. If a determination is made by the Employer that a position should be upgraded, the employee shall be promoted retroactively to the date the grievance was filed in writing. If a determination is made by the Employer that a position should be downgraded the employee shall be demoted with appropriate change in salary.

The Union recognizes the right of the Employer to direct its working forces, which includes the assignment of work to individual employees, and it further recognizes that such assignments may include work outside an employee's classification. However, it is understood that assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements.

Whenever an employee temporarily assumes in general the duties and responsibilities of a position in a higher rated classification, the employee shall be compensated at the rate of the job he performs at his/her equivalent step. Payment shall be made no later than one calendar month following the end of each quarter. If the position is filled permanently by other than the person temporarily filling the position, the person temporarily assigned shall be returned to his previous position and compensation, but he shall receive any increments and service credits for such increments to which he would have been entitled had he remained in his normal assignment.

Any employee filling an opening on temporary assignment for no less than ninety (90) working days shall be promoted to that position.

In addition, if the Employer assigns an employee on a temporary basis to

a lower classification or if an Employee performs some duties and functions assigned to a lower classification, the person so assigned shall receive the compensation of the higher level to which he is regularly assigned. The Employer, however, at any individual work site shall make such assignments on a nondiscriminatory basis so as to equalize the same among the persons within the classification from which assignments are made, so long as such equalization does not interfere with efficient operating procedures.

Grievances arising from the provisions of this section may be processed as provided in this Recommendation.

The Union and the Employer agree the Employer has the right to make the final binding and determinative decision of the issue of what is the proper classification. Employer agrees that, that decision shall be made in the final instance by the Human Resources Director, so long as he shall be employed by the City of Reading and that in the event the Human Resources Director is no longer employed by the City, during the duration of the contract, that the person who shall make the final decision shall be subject to re-negotiation between the City and the Union and a separate letter of intent entered into authorizing that person to make final decisions. Notwithstanding any of the above, it is understood that the City shall in no way be limited from exercising its binding and final determination of the issue pending the approval of some subsequent party. However, both parties mutually agree to move with all deliberate speed to select an individual acceptable to both sides.

Section 7. Employer agrees that the Union will receive copies of all notices of hire, termination or resignation. Aforesaid notices of hire, termination or resignation will be made available to the Union President as they occur.

Section 8. Employer and the Union agree to establish a committee known as the Labor Management Training Committee which committee shall be formed for the purpose of investigating the establishment of training procedures and programs for the City of Reading with regard to the employees of this **employee group**. The committee shall consist of one person from the Human Resources Office, one A.F.S.C.M.E. Officer, and one Union Steward. The position of the Union Steward shall be rotated among the various division's of the employer as needed to insure that the committee member is from the Division which is affected by the training program or procedures, which are being considered at that time. All decisions of the committee must be unanimous and shall consist of recommendations which shall be made to City Council and to the Union which recommendations shall not be binding on either party, but shall be advisory only. This Section does not apply to professional employees.

Section 9. The provisions of this Recommendation shall not be

applicable to first level employees employed at the Reading Public Library where such provisions deal with hours of work, holidays and vacation. Where said provisions differ from, delete or add to the provisions of said first level Recommendation the provisions of the Reading Public Library Staff Manual, 4th Edition, 1979, shall govern.

ARTICLE 25 - PAST PRACTICE

Nothing in this **Recommendation** nor the **Recommendation** itself shall be considered as requiring the Employer to continue any past practices.

ARTICLE 26 - MANAGEMENT CLAUSE

The direction of City operations and the determination of all matters concerning the management or administration and means by which such operations are to be conducted shall be the sole function of the Employer. **All RECOMMENDATION provisions shall not be considered binding rights, but only arise from the meet and discuss provision under Act 195.**

The Parties to this RECOMMENDATION recognize that the City of Reading (the Employer) has been designated as fiscally distressed under the Pennsylvania Municipalities Financial Recovery Act ("Act 47"). The Parties further recognize that all provisions of this Agreement must be consistent with the City of Reading Financial Recovery Plan that was developed pursuant to Act 47. Any terms and conditions of this RECOMMENDATION are not consistent with any recommendation in the City's Fiscal Recovery Plan shall be null and void. In this regard, the Parties acknowledge recommendation WF03 of the Recovery Plan and acknowledge their intent to comply with that recommendation. Nothing in this RECOMMENDATION shall be interpreted to be inconsistent with that provisions.

Consistent with the Recovery Plan, it is further understood and agreed that the direction of the City operations and the determination of all matters concerning the management or administration of the City and the means by which such operations are to be conducted shall be the sole function of the Employer/City. Consistent with the Recovery Plan, if there is a conflict between any provision of this RECOMMENDATION and the City's Recovery Plan, the City's Recovery Plan shall control. The Employer retains the sole right to manage its operations and the direct the City's operations and to determine all matters concerning the management and administration of the City and the means by which such operations are to be conducted, including but not limited to the right to hire, discipline, or discharge, layoff, promote, assign employees; determine the number of employees needed and staffing levels; determine the hours of worked and the number of hours worked, the number of shifts; develop policies, rules and regulations; assign duties; establish and change job classifications and job descriptions; to eliminate, abolish, change and/or combine classification and job descriptions or to organize discontinue, subcontract, enlarge, relocate or reduce a department and/or function or service; to assign or transfer employees as operations may require.

ARTICLE 27 - NO STRIKE - NO LOCKOUT

Section 1. It is agreed that on the part of the Union there shall during the term of this Recommendation be no strike, stoppage of work or slow down, and on the part of the Employer no lockout.

Section 2. In the case of any strike, slow down, or other suspension of work not authorized by the Union, its officers or agents, and not called in compliance with the terms and provisions of this Recommendation, the Employer agrees that such violation of this Recommendation shall not cause the Union, its officers or agents, to be liable for damages; provided that the Union complies fully with the following:

- A. The Union's obligations to take action shall commence immediately upon receipt of notice from the Employer that a violation has occurred.
- B. Immediately upon receipt of such notice the responsible union representative shall immediately talk with those employees responsible for or participating in such violation, stating to them that:
 - 1) Their action is in violation of the Recommendation, subjecting them to disciplinary action up to and including discharge.
 - 2) The Union will not oppose their discharge.
 - 3) The Union has not authorized the strike, slow down, or suspension of work and does not approve or condone it.
 - 4) The Union instructs the men to immediately return to their respective jobs, submit any grievances they may have to the grievance procedure provided for in the Recommendation.

Section 3. Any employee involved in any strike, stoppage of work or slow down in violation of this provision shall be subject to discharge.

ARTICLE 28 - SPECIAL PROVISIONS RELATIVE TO CENTRAL RECORDS
PERSONNEL

Section 1. This Article shall apply only to those persons occupying the position of Records Clerk assigned to the Department of Police, Central Records.

Section 2. By December 31, the Employer shall assign work assignments for holidays for the ensuing year, which work assignments and holidays shall be assigned on a rotating basis, which rotating basis shall be fair and equal to all employees.

Section 3. An employee who has been on sick leave and who intends to return to work shall report such intention by telephone or messenger to his/her supervisor no less than one (1) hour before their scheduled starting time for that days work.

Section 4. Employees will be required to sign a memorandum in the form and manner attached. (see Exhibit A)

Section 5. Duration of work shift for employees in the Central Records Office will be changed to consist of eight (8) hours per work shift, with a one-half hour paid lunch break to be included in that eight (8) hours.

ARTICLE 29- DURATION OF CONTRACT

This Recommendation shall cover and be effective from the 1st day of January, 20**10** and shall continue to December 31, 20**14**. Notice of the desire to negotiate amendments to this Recommendation shall be given in 20**14** in accordance with the provisions of the Act of Pennsylvania General Assembly Number 195.

ARTICLE 30 - POLITICAL ACTION CONTRIBUTION

The City agrees to deduct a political action contribution from each employee who voluntarily signs an authorization card authorizing the City to do so; however, the Union agrees to indemnify and hold harmless the City from any liability arising out of the City deducting under this provision, and in the event of any dispute between the Employee and the Union the City shall have the right to discontinue the deduction.

ARTICLE 31 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof, of this Recommendation be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to **meet and discuss for purposes of a substitute RECOMMENDATION** for the invalidated Article, Section, or portion thereof, to the extent possible in the light of such decision of the Court.

ARTICLE 32 – OPERATOR CERTIFICATIONS

The City of Reading shall designate which operators at the water purification plant & the wastewater treatment plant involve process control and need to be certified. Persons employed in the designated positions shall have twenty-four (24) months to pass the appropriate examination and until they have the necessary experience to become certified for the appropriate size and type of plant treatment facility. Individuals assuming the duties of the designated positions at either facility after the date of this Recommendation shall have twenty-four (24) months to pass the appropriate examination and until they have the necessary experience to become certified. The City shall pay for education and training expenses related to the preparation for the examination contingent upon satisfactory completion of the training and/or preparatory course(s). The City shall also pay all costs for maintaining certification. Any individual who must take the operator's examination shall have two opportunities to pass the examination. An individual who does not qualify for certification after two consecutive examinations or after twenty-four (24) months, may exercise bumping rights pursuant to Article 19 Section 5 and move into a position which he/she is qualified to perform. If the employee bumps to a lower paid position, the employee shall receive raises limited to 1% (for any year raises are given) until the wage of the position reaches the wage of the employee who bumped. Employees who are certified will receive a wage bonus of \$1.00 per hour while working in a certified position. Certified positions, and their successor positions, shall include the following:

Chief Operator – Water Purification Plant
Shift Supervisor – Waste Water Treatment Plant

The City reserves the right to create new positions that may require certification per Pennsylvania state mandates.

An employee who is not required to obtain this license but voluntarily obtains it and who then bids into a certified position shall be compensated for the cost of obtaining the certification.

Employees without certification cannot bump an employee who has passed the appropriate certification examination or who is certified.

ARTICLE 33 – EMPLOYEE PARKING

Employees have the option of parking in the Poplar & Walnut garage or other stipulated Reading Parking Authority lot at a cost of \$40 per month payable in two (2) semi-monthly payments of \$20 for the first three (3) years of this Agreement. This cost may increase to \$50 per month in the fourth year of this Agreement. No employee will be permitted to park free of charge on any Reading Parking Authority lot or Cedar Street parking lot or use any City of Reading and/or Parking Authority complimentary parking pass.

ARTICLE 34 – PENSIONS

- G. The City will explore the creation of a non-deferral defined contribution plan or a hybrid plan (defined contribution and/or defined benefit) to replace the current defined benefit plan.
- H. The City will meet and discuss the creation of said plan with the Union.
- I. The final plan design and implementation date is at the discretion of the City, after discussing the plan design and implementation date with the Union.
- J. Only those people hired after the date of adoption of said plan will be members of the newly adopted plan. Members of the defined benefit plan in existence prior to adoption of the new or amended plan will not be affected.
- K. The City reserves the right not to implement a non-deferral defined contribution plan or a hybrid plan. If the City at its' discretion chooses to remain with a defined benefit plan, the City has the right to amend the terms and benefits provisions of the defined benefit plan to reduce the cost to the City. The City will only pursue this amendment of terms and benefit provisions after discussing this with the Union. This section will only affect new hires after the date of amendment.
- L. The City shall have the right to amend the terms of the new plan that it chooses to implement to reduce its' pension costs and employees participating in that plan will have no vested rights in the benefits that existed prior to the amendment and will be subject to any change made to such benefits.

ARTICLE 35 - MISCELLANEOUS

APPENDIX I

Section 1. The longevity pay plan previously in effect is hereby incorporated by reference and continued in full force in effect, **except that there shall be no step increases effective January 1, 2010 through December 31, 2012, with no "catch up" in steps upon reinstatement effective January 1, 2013.**

Section 2. There shall be an additional "J" longevity step for all employees in this **employee group**, which shall warrant an additional \$.11/hour after forty-one (41) years of service, paid on their anniversary date, **except that there shall be no step increases effective January 1, 2010 through December 31, 2012, with no "catch up" in steps upon reinstatement effective January 1, 2013.**

Section 3. The President of AFSCME Local 3799 shall be provided the names and worksites of all new hires in this **employee group** within thirty (30) days prior to the end of their probationary period.

Section 4. **The City has the right to implement furlough days. Furlough days are mandatory, unpaid days off and shall be scheduled in a manner that minimizes the impact on service delivery to City residents and potential incurrence of overtime. Furlough days will not affect the seniority or health benefit status of an employee. They are implemented solely as a means of saving on wages. The City will meet and discuss the imposition of furlough days with the union prior to implementation and will give the unit ten (10) working day notice of the planned implementation of furlough days.**

Section 5. **The City has the right to implement a light duty program which will essentially give the City the flexibility to assign employees to light duty positions anywhere within the City government, provided that the position is temporary and within the medical restrictions as set forth by the employee's treating physician. The injured worker shall keep the benefits and emollients of his/her original employee group, regardless of the temporary assignment.**

Section 6. **The City will exercise its' management rights to fill a position occupied by an employee who is absent in excess of six (6) months and if necessary, terminate employment after twelve (12) months of continued leave.**

Section 7. The parties agree to change pay from semi-monthly to every 2 weeks at the discretion of the City with a payroll lag.

Section 8. There shall be two classes of Shift Supervisor as the Waste Water Treatment Plant:

Shift Supervisor 1: Two (2) positions who work a normal forty (40) hour week who will act as an alternate for Shift Supervisor 2

Shift Supervisor 2: Four (4) positions who work 24/7 as a supervisory presence required by the Department of Justice Consent Decree.

No equalization of overtime shall be required between these two (2) classifications of Shift Supervisor.

IN WITNESS WHEREOF, the parties hereto warrant and represent that they are duly authorized to do so, have hereunto set their hands and seals this day of

.

AMERICAN FEDERATION OF STATE
COUNTY & MUNICIPAL EMPLOYEES
LOCAL 3799

CITY OF READING

Council Representative

Mayor

Attest:

City Clerk

Exhibit A

I, the undersigned, understand that I may be required to work any of three (3) shifts; any of five (5) days of a seven (7) day week, including Saturdays, Sundays, and Holidays.

I further understand that I may also be required to work a permanent first, second or third shift, or rotating shifts, and have rotating leave days.

Signature

Date

cc Inspector
Central Records

EXHIBIT B

Certification of Life Partnership

In accordance with Article (14) Fourteen of the current RECOMMENDATION with AFSCME Local 3799 and the City of Reading this form is to certify that a Life Partnership exists between the employee and the Life Partner (hereby referred to as Life Partner) listed below. This form must be completed by the employee and filed with the City of Reading's Human Resources office annually on or before December 31st.

We the undersigned do hereby affirm, under penalty of perjury, that we meet all of the following requirements for Life Partnership:

- 7. We are two adults, at least (18) eighteen years of age in a committed relationship of mutual caring, support and are jointly responsible for our common welfare and living expenses.**
- 8. Neither of us is married to or legally separated from any other individual.**
- 9. We are the sole Life Partner to each other.**
- 10. We have lived together in the same residence on a continuous basis for at least (6) months immediately prior to the date of this certification, neither of us has been a member of another Life Partnership for the past six months, we intended to reside together permanently.**
- 11. We are not related to each other by adoption or by blood, to a degree that would, prohibit marriage in the Commonwealth of Pennsylvania.**
- 12. We do not maintain this relationship solely to qualify for employment-related benefits.**

Proof of Life Partnership

We are submitting with this certification proof that we have been interdependent of each other for at least (6) six months prior to this certification and affidavit being executed.

(Please check the following item(s) being submitted as proof)

___ A deed or lease evidencing common ownership or occupancy of real property

- ___ **Proof of joint credit cards or bank accounts**
- ___ **Title of joint ownership of a motor vehicle**
- ___ **Driver's licenses listing a common address**
- ___ **Assignment of a durable power of attorney or health care power of attorney**
- ___ **A Life Partnership agreement**

Acknowledgements

We the undersigned understand that our status as Life Partners applies solely with respect to Funeral leave.

We the undersigned understand that annually we are required to furnish *Certification and Proof of Life Partnership* to the City of Reading's Human Resources Department on or before January 31st of each calendar year.

We the undersigned understand that we may be required from time to time furnish any further documentation the City of Reading may request for purposes of Life Partnership status.

Name of Employee- please print

Name of Partner- please print

Signature of Employee

Signature of Partner

Date

Date

I hearby acknowledge that the above statements are true and accurate to the best of my knowledge. I understand that any willful misrepresentation on my part may result in the invalidity of this document.

PAY RATES 2011	A	B	C	D	E	F	G	H	I
Chief Clerk Codes	21.22	21.44	21.55	21.66	21.77	21.88	21.99	22.10	22.21
Chief Clerk Police	21.23	21.45	21.56	21.67	21.78	21.89	22.00	22.11	22.22
Chief Clerk Tax	22.11	22.33	22.44	22.55	22.66	22.77	22.88	22.99	23.10
Chief Clerk Treasury	22.16	22.38	22.49	22.60	22.71	22.82	22.93	23.04	23.15
Chief Operator	22.17	22.39	22.50	22.61	22.72	22.83	22.94	23.05	23.16
Eng Aide IV	23.42	23.64	23.75	23.86	23.97	24.08	24.19	24.30	24.41
Foreman Buildings	22.18	22.40	22.51	22.62	22.73	22.84	22.95	23.06	23.17
Foreman City Hall	21.08	21.30	21.41	21.52	21.63	21.74	21.85	21.96	22.07
Foreman Garage	20.96	21.18	21.29	21.40	21.51	21.62	21.73	21.84	21.95
Foreman HVAC	23.28	23.50	23.61	23.72	23.83	23.94	24.05	24.16	24.27
Foreman Lake O	20.75	20.97	21.08	21.19	21.30	21.41	21.52	21.63	21.74
Foreman Meter Readers	21.16	21.38	21.49	21.60	21.71	21.82	21.93	22.04	22.15
Foreman Parks	21.35	21.57	21.68	21.79	21.90	22.01	22.12	22.23	22.34
Foreman San Sewers	21.14	21.36	21.47	21.58	21.69	21.80	21.91	22.02	22.13
Foreman Sewage	20.57	20.79	20.90	21.01	21.12	21.23	21.34	21.45	21.56
Foreman Sewage Certified	21.57	21.79	21.90	22.01	22.12	22.23	22.34	22.45	22.56
Shift Supervisor WWTP	22.37	21.55	21.66	21.77	21.88	21.99	22.10	22.21	22.32
Foreman Streets	20.58	20.80	20.91	21.02	21.13	21.24	21.35	21.46	21.57
Foreman Water	19.02	19.24	19.35	19.46	19.57	19.68	19.79	19.90	20.01
Head Custodian	21.25	21.47	21.58	21.69	21.80	21.91	22.02	22.13	22.24
Lab	22.25	22.47	22.58	22.69	22.80	22.91	23.02	23.13	23.24
Supervisor/Bacteriologist									
Property Maintenance Supr I	19.54	19.76	19.87	19.98	20.09	20.20	20.31	20.42	20.53
Property Maintenance Supr II	21.07	21.27	21.38	21.49	21.60	21.71	21.82	21.93	22.04
Records Supervisor	20.70	20.92	21.03	21.14	21.25	21.36	21.47	21.58	21.69
Shift Supervisor Police	21.70	21.92	22.03	22.14	22.25	22.36	22.47	22.58	22.69
Supervisor Recreation	20.70	20.92	21.03	21.14	21.25	21.36	21.47	21.58	21.69

